

# Official Report of the Proceedings of the BOARD OF EDUCATION of the City of Chicago

Regular Meeting-Wednesday, April 27, 2016 10:30 A.M. (42 West Madison Street)

Published by the Authority of the Chicago Board of Education

Frank M. Clark President Estela G. Beltran Secretary

ATTEST:

Stella H. Belhar Secretary of the Board of Education

of the City of Chicago

President Clark took the Chair and the meeting being called to order there were then:

PRESENT: Mr. Furlong, Ms. Jordan Turner, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark – 6

ABSENT: Mr. Jaime Guzman - 1

ALSO PRESENT: Mr. Forrest Claypool, Chief Executive Officer, Mr. Ronald Marmer, General Counsel, Ms. Elizabeth Kirby, Chief of School Strategy and Planning, Ms. Denise Little, Sr. Adviser to the Chief Executive Officer, Cynthia Rodriguez, Honorary Student Board Member, and Kristine Hernandez, Shadow Student.

ABSENT: Dr. Janice Jackson, Chief Education Officer

President Clark thereupon opened the floor to the Honoring Excellence segment of the Board Meeting.

President Clark thereupon opened the floor to the CEO report segment of the Board meeting. Mr. Forrest Claypool, Chief Executive Officer, provided remarks on the CTU contract negotiations and contingency plans regarding a potential teachers' strike; the continued budget crisis and inequity of public school funding; the recommendation to the CTU to reconsider the fact-finder's report; the state's Education Labor Relations Board ruling finding the April 1, 2016 Day of Action illegal; and the continued urging of all stakeholders to stand united in efforts to receive equal funding from the State. Ms. Denise Little, Sr. Adviser to the Chief Executive Officer, provided remarks on the lack of resources and its impact on schools; and the inequity of public school funding.

President Clark thereupon opened the floor to the Public Participation segment of the Board Meeting.

President Clark thereupon opened the floor to the Discussion of Public Participation.

President Clark thereupon opened the floor to the Discussion of Public Agenda Items.

President Clark proceeded to entertain a Motion to go into Closed Session.

Board Member Dr. Hines presented the following Motion:

16-0427-MO1

#### MOTION TO HOLD A CLOSED SESSION

MOTION ADOPTED that the Board hold a closed session to consider the following subjects:

- (1) information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act;
- (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act;

- (3) the purchase or lease of real property for the use of the Board pursuant to Section 2(c)(5) of the Open Meetings Act;
- the setting of a price for the sale or lease of real property owned by the Board pursuant to Section 2(c)(6) of the Open Meetings Act;
- (5) security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act;
- (6) matters relating to individual students pursuant to Section 2(c)(10) of the Open Meetings

  Act:
- (7) pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act; and
- (8) discussion of closed session minutes pursuant to Section 2(c)(21) of the Open Meetings Act, including audio tapes created pursuant to Section 2.06 of the Open Meetings Act.

Board Member Furlong moved to adopt Motion 16-0427-MO1.

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Furlong, Ms. Jordan Turner, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark – 6

Nays: None

President Clark thereupon declared Motion 16-0427-MO1 adopted.

## CLOSED SESSION RECORD OF CLOSED SESSION

The following is a record of the Board's Closed Session:

- (1) The Closed Meeting was held on April 27, 2016, beginning at 12:48 p.m. at the CPS Loop Office, 42 W. Madison Street, Garden Level, Conference Room GC-116, and Chicago Illinois 60602.
- (2) PRESENT: Mr. Furlong, Ms. Jordan Turner, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark 6
- (3) ABSENT: Mr. Guzman 1
  - A. Counsel Retention
  - B. Other Reports
  - C. Warning Resolutions
  - D. Terminations
  - E. Personnel
  - F. Collective Bargaining
  - G. Real Estate
  - H. Security
  - I. Closed Session Minutes
  - J. Individual Student Matters

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Mr. Furlong, Ms. Jordan Turner, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark – 6

Members absent after Closed Session: Mr. Guzman - 1

President Clark thereupon proceeded with Agenda Items.

#### 16-0427-AR2

## AUTHORIZE RETENTION OF THE LAW FIRM TAFT STETTINIUS & HOLLISTER, LLP.

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Retention of the law firm Taft Stettinius & Hollister, LLP.

**DESCRIPTION:** The General Counsel has retained the law firm Taft Stettinius & Hollister, LLP. to review the Board's remedial programs and provide counseling on these programs. Authorization is requested in the amount of \$120,000 for the firm's services, including retention of an expert. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-AR3

#### AUTHORIZE RETENTION OF THE LAW OFFICE OF SABRINA L. HAAKE

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Retention of the law firm, The Law Office Sabrina L. Haake.

**DESCRIPTION:** The General Counsel has retained the law firm, The Law Office of Sabrina L. Haake, to represent the Board and its agents in the matter of <u>Sapia et al. v. CBOE</u>, Case No. 14 C 7946 and to provide counseling and representation in other matters. Authorization is requested in the amount of \$25,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-AR4

## AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM TAFT STETTINIUS & HOLLISTER, LLP.

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continue retention of the law firm Taft Stettinius & Hollister, LLP.

**DESCRIPTION:** The General Counsel has continued retention of the law firm Taft Stettinius & Hollister, LLP. to represent the Board and its agents in the matters of Chicago Teachers Union, Local 1 v. CBOE, Case No. 12 C 10311, Chicago Teachers Union, Local 1 v. CBOE, Case No. 12 C 10338, Chicago Teachers Union, Local 1 v. CBOE, Case No. 15 C 8149 and to provide counseling and representation in other matters. Additional authorization is requested in the amount of \$550,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

## AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM FRANCZEK RADELET P.C.

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Franczek Radelet P.C.

**DESCRIPTION:** The General Counsel has continued retention of the law firm Franczek Radelet P.C. to represent the Board and its agents relating to general litigation matters, labor negotiations, consultation and strategy developments, PTAB, and such other matters as determined by the General Counsel. Additional authorization for the firm's services is requested in the amount of \$500,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996, (96-0626-PO3), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011, (11-0525-PO2), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Furlong, Ms. Jordan Turner, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark – 6

Nays: None

President Clark thereupon declared Board Reports 16-0427-AR2 through 16-0427-AR5 adopted.

16-0427-AR6

#### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR MELINDA ROSS - CASE NO. 10 WC 9518

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim for Melinda Ross, Case No. 10 WC 9518 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$175,000.00.

**DESCRIPTION:** In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26,1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-AR7

## WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR PATRICIA LOWRY - CASE NO. 12 WC 55

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim for Patricia Lowry, Case No. 12 WC 55 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$99,600.00.

**DESCRIPTION:** In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS:

Not applicable.

FINANCIAL:

Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2016......\$99,600.00

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26,1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability -- The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-AR8

#### PERSONAL INJURY - AUTHORIZE PAYMENT OF SETTLEMENT FOR CHRISTINA KUC AND DANIEL N. GARCIA, AS SPECIAL CO-ADMINISTRATORS OF THE ESTATE OF D.C.G. - CASE NO. 11 L 009166

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the personal injury suit of Christina Kuc and Daniel N. Garcia, As Special Co-Administrators of the Estate of D.C.G. v. Board of Education of the City of Chicago, et al., Case No. 11 L 009166 for \$775,000.00.

**DESCRIPTION:** The General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** 

Not applicable.

FINANCIAL:

Charge to Litigated Tort Claims: Account #12460-210-54535-231112-000000 FY 2016... 

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-AR9

### APPROVE SETTLEMENT OF PATRICK DAVID GRIEVANCE

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING PROPOSED PAYMENT:

DESCRIPTION: The Chicago Teachers Union filed a grievance on behalf of former Teacher, Patrick David, alleging that the Board improperly laid off Mr. David in 2011. The parties have tentatively agreed to settle this case as follows: (1) directly pay the Chicago Teachers Pension Fund ("CTPF") a lump sum of \$80,000 (in non-wages) as a return of benefits paid out to Mr. David after his retirement in July 2012; (2) pay Mr. David \$140,000 in back wages; and (3) pay CTPF \$23,100.00 in employer pension contributions based on the pay Mr. David would have earned from the beginning of the 2012-2013 school year through December 31, 2015. The total amount of the payments will not exceed \$243,100.00.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Affirmative Action review is not applicable to this report.

FINANCIAL: Charge a non-wages payment not in excess of \$80,000.00, as described above in subparagraph (1), to 12470 115 54530 231122 000000 2016; and charge a pensionable payment not in excess of \$163,100.00, as described above in subparagraphs (2) & (3), to PN 100079.

AUTHORIZATION: Authorize the General Counsel to execute the Approved Payment and all ancillary documents related thereto.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-AR10

#### APPROVE SETTLEMENT OF CONSTANCE PAPROCKI GRIEVANCE

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING PROPOSED PAYMENT:

**DESCRIPTION:** The Chicago Teachers Union filed a grievance on behalf of former Counselor, Constance Paprocki, alleging that the Board improperly laid Paprocki off in the summer of 2013. The parties have tentatively agreed to settle this case for a pensionable amount of \$55,000.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Affirmative Action review is not applicable to this report.

**AUTHORIZATION:** Authorize the General Counsel to execute the Approved Payment and all ancillary documents related thereto.

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-AR11

## APPROVE SETTLEMENT RECOMMENDATION IN <u>K.D. v. BOARD OF EDUCATION</u> (CASE NO. 15 CV 7508)

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:

**DESCRIPTION:** Subject to Board approval, the Board and minor K.D.'s parents (K.L.), individually and as next friend of K.D. ("Plaintiffs") have reached a settlement, disposing of K.D.'s and K.D.'s parents' claims for attorneys' fees, and costs associated with the underlying special education due process proceeding case number 2015-0056 and federal litigation K.D., a minor, K.L., individually and as next friend of K.D. v. Board of Education of the City of Chicago, Case No. 15 CV 7508. The General Counsel recommends approval of the settlement, which includes the payment of one hundred fifty-three thousand five hundred dollars (\$153,500.00) for K.D.'s and K.D.'s parents' claims for attorneys' fees and costs.

LSC REVIEW: LSC approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS: None.** 

FINANCIAL: Charge \$153,500.00 as described above to the Law Department

Budget Classification Fiscal year 2016.......12470-115-54530-231122-000000

**AUTHORIZATION:** Authorize the General Counsel to execute the Settlement Agreement, and all ancillary documents related thereto.

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-AR12

## AUTHORIZE PAYMENT OF ATTORNEY'S FEE INVOICES FOR PRINCIPAL ARBITRATION AT ELIZABETH H. SUTHERLAND ELEMENTARY SCHOOL (AAA CASE NO. 51-20-1400-0133)

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:

DESCRIPTION: Law Department attorneys have tentatively reached a settlement of all fees and costs, subject to Board approval, arising from Elaine K.B. Siegel & Associates, P.C. representation of the Elizabeth H. Sutherland Elementary School Local School Council in the arbitration of its 2014 decision not to renew Catherine Gannon's four-year principal performance contract, case number AAA 51-20-1400-0133. This matter is authorized under the Illinois School Code. The Board's obligation to pay reasonable attorney's fees arises from 105 ILCS 5/34-2.3 (1.5), which requires the Board to pay "any reasonable costs incurred by a local school council for representation before a hearing officer," and 105 ILCS 5/34-18.1, which requires the Board to indemnify local school councils for, among other things, "reasonable legal fees." The General Counsel recommends approval of the settlement, which calls for the payment of \$120,000.00 representation, provided the Sutherland Local School Council from January 2014 through September 2015.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Affirmative Action review is not applicable to this report.

FINANCIAL: Charge \$120,000.00 to Law Department

Budget Classification Fiscal Year 2016......12470-115-54530-231122-000000

**AUTHORIZATION:** Authorize the General Counsel to execute the Settlement Agreement, and all ancillary documents related thereto, if necessary.

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### Board Member Jordan Turner abstained on Board Report 16-0427-AR12.

#### 16-0427-AR13

# PROPERTY TAX APPEAL REFUND—AUTHORIZE SETTLEMENT FOR 360 N. MICHIGAN AVENUE PROPERTIES, LLC REGARDING ITS PROPERTY FOR TAX YEARS 2009-11

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of appeals by 360 N. Michigan Avenue Properties, LLC regarding its property at 360 N. Michigan Avenue, Chicago, Illinois, for the 2009-2011 tax years. This settlement results in a total refund of \$58,060, plus interest, for the tax years involved. The refund will be implemented by reductions in the Board's property-tax revenues in calendar year 2016 or thereafter. This settlement does not involve a direct payout of Board funds.

**DESCRIPTION**: The General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: There is no charge to any Board account. The refund payment is to be deducted from the

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-AR14

## PROPERTY TAX APPEAL REFUND—AUTHORIZE SETTLEMENT FOR AT&T COMMUNICATIONS REGARDING ITS PROPERTY FOR TAX YEARS 2009-11

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of appeals by AT&T Communications regarding its property at 225 W. Randolph, Chicago, Illinois, for the 2009-2011 tax years. This settlement results in a total refund of \$197,616, plus interest, for the tax years involved. The refund will be implemented by reductions in the Board's property-tax revenues in calendar year 2016 or thereafter. This settlement does not involve a direct payout of Board funds.

**DESCRIPTION**: The General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: There is no charge to any Board account. The refund payment is to be deducted from the Board's tax revenues in calendar year 2016 or thereafter ......\$197,616, plus interest

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Clark indicated that if there are no objections, Board Reports 16-0427-AR6 through 16-0427-AR14, with the noted abstention, would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 16-0427-AR6 through 16-0427-AR14 adopted.

#### 16-0427-EX25

## WARNING RESOLUTION – LISE GILLY, TENURED TEACHER, ASSIGNED TO LINCOLN PARK HIGH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Lise Gilly and that a copy of this Board Report and Warning Resolution be served upon Lise Gilly.

#### **DESCRIPTION:**

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution must be adopted and issued to Lise Gilly, tenured teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Lise Gilly pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW:

LSC review is not applicable to this report.

AFFIRMATIVE

ACTION REVIEW: N

None.

FINANCIAL:

This action is of no cost to the Board.

**PERSONNEL** 

IMPLICATIONS:

None.

#### 16-0427-EX26

WARNING RESOLUTION - VICTORIA JACKSON, TENURED TEACHER, ASSIGNED TO NANCY B. JEFFERSON ALTERNATIVE HIGH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Victoria Jackson and that a copy of this Board Report and Warning Resolution be served upon Victoria Jackson.

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Victoria Jackson, Teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Victoria Jackson, pursuant to the Statute, if said conduct is not corrected immediately and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning

Resolution.

LSC REVIEW:

LSC review is not applicable to this report.

**AFFIRMATIVE** 

ACTION REVIEW:

None.

FINANCIAL:

This action is of no cost to the Board.

**PERSONNEL** 

IMPLICATIONS:

None.

#### 16-0427-EX27

#### WARNING RESOLUTION - JAIME WALTERS, TENURED TEACHER, ASSIGNED TO WHITNEY M. YOUNG MAGNET HIGH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Jaime Walters and that a copy of this Board Report and Warning Resolution be served upon Jaime Walters.

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Jaime Walters, Teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Jaime Walters, pursuant to the Statute, if said conduct is not corrected immediately and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning

Resolution.

LSC REVIEW:

LSC review is not applicable to this report.

**AFFIRMATIVE** 

**ACTION REVIEW:** None.

FINANCIAL:

This action is of no cost to the Board.

PERSONNEL

IMPLICATIONS:

None.

President Clark indicated that if there were no objections, Board Reports 16-0427-EX25 through 16-0427-EX27 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 16-0427-EX25 through 16-0427-EX27 adopted.

#### 16-0427-RS4

#### RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF GAIL PIPPION, TENURED TEACHER, ASSIGNED TO RICHARD J. OGLESBY ELEMENTARY SCHOOL

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a hearing was conducted before an impartial hearing officer, Anne L. Weiland, certified by the Illinois State Board of Education; and

WHEREAS, after the conclusion of the dismissal hearing afforded to Gail Pippion, the Hearing Officer made written findings of fact and conclusions of law, and recommended the discharge of Ms. Pippion; and

WHEREAS, the Board of Education of the City of Chicago has reviewed the post-hearing briefs and hearing transcript and exhibits ("record"), along with the findings of fact, conclusions of law, and recommendation of Hearing Officer Weiland regarding the dismissal charges preferred against Gail Pippion; and

WHEREAS, the parties were given an opportunity to submit exceptions and a memorandum of law in support of or in opposition to the Board's adoption of Hearing Officer Weiland's recommendation; and

WHEREAS, the Board of Education of the City of Chicago accepts the factual findings and conclusions of the hearing officer, and concludes that the record establishes sufficient cause for dismissal of Ms. Pippion.

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows:

Section 1: After considering (a) the Hearing Officer's findings of fact, conclusions of law and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memoranda of law submitted by the parties, the Board of Education of the City of Chicago accepts the Hearing Officer's findings of fact and legal conclusions, and it makes additional findings as detailed in an Opinion and Order adopted under separate cover, on the basis of which the Board accepts the Hearing Officer's recommendation for discharge.

Section 2: Gail Pippion is hereby dismissed from her employment with the Board of Education of the City of Chicago effective April 27, 2016.

Section 3: This Resolution shall take full force and effect upon its adoption.

**THEREFORE**, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on April 27, 2016.

#### The Secretary presented the following Statement for the Public Record:

I would like to note for the record that this report also adopts an Opinion and Order under separate cover.

#### 16-0427-RS5

# RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF LINDA RULE, TENURED TEACHER, ASSIGNED TO ALFRED DAVID KOHN ELEMENTARY SCHOOL

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a hearing was conducted before an impartial hearing officer, Anne L. Weiland, certified by the Illinois State Board of Education; and

WHEREAS, after the conclusion of the dismissal hearing afforded to Linda Rule, the Hearing Officer made written findings of fact and conclusions of law, and recommended Rule's discharge; and

WHEREAS, the Board of Education of the City of Chicago ("Board") accepted the Hearing Officer's recommendation and discharged Rule; and

WHEREAS, the Illinois Appellate Court affirmed in part and reversed in part the discharge decision and remanded the case with instructions; and

WHEREAS, upon remand the Board issued a supplemental opinion, discharging Rule; and

**WHEREAS**, on Rule's appeal, the Appellate Court reversed and remanded the case again, finding the Board had not complied with its mandate; and

WHEREAS, the parties submitted proposed orders on remand and Rule responded to the Board's submission; and

WHEREAS, the Board has complied with the appellate mandate by making additional factual findings and employing the two-part irremediability analysis in *Gilliland v. Board of Educ.* of *Pleasant View Consol. School Dist. No. 622*, 67 III. 2d 143 (1977);

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows:

Section 1: In a supplemental opinion, the Board has found Rule's conduct was a sufficient cause for her discharge and was irremediable under *Gilliland* and irremediable *per* se under 105 ILCS 5/34-85.

Section 2: Linda Rule's dismissal that occurred on May 27, 2009, is hereby reaffirmed.

Section 3: This Resolution shall take full force and effect upon its adoption.

**THEREFORE,** this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on April 27, 2016.

#### The Secretary presented the following Statement for the Public Record:

I would like to note for the record that this report reaffirms the dismissal that occurred on May 27, 2009 and also adopts a Supplemental Opinion on Second Remand under separate cover.

#### 16-0427-RS6

## RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION TO DISMISS EDUCATIONAL SUPPORT PERSONNEL

WHEREAS, on April 15, 2016 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Rule 4-1:

Name	School	Effective Date
Doretta McGee	City Wide Transportation	April 27, 2016
Margaret Mounce	Lara Elementary Academy	April 27, 2016
Steve O'Keefe	Lincoln Park High School	April 27, 2016
Sandra Shackleford	Young Elementary School	April 27, 2016

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation:

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected educational support personnel of their pending dismissal;

NOW. THEREFORE, BE IT RESOLVED:

- 1. That pursuant to Board Rule 4-1, the above-referenced educational support personnel are dismissed from Board employment effective on the date set opposite their names.
- 2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named educational support personnel.
- 3. The Chief Executive Officer or his designee shall notify the above-named educational support personnel of their dismissal.

#### 16-0427-RS7

## RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION TO DISMISS PROBATIONARY APPOINTED TEACHERS

WHEREAS, on April 15, 2016, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84:

Name	School	Effective Date
Nakita Brown	Woodson Elementary School	April 27, 2016
Diletta Dang	Hamline Elementary School	April 27, 2016

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation:

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected probationary appointed teachers of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

- 1. That pursuant to Board Rule 4-1 and 105 ILCS 5/34-84, the above-referenced probationary appointed teachers are dismissed from Board employment effective on the date set opposite their names.
- 2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named probationary appointed teachers.
- 3. The Chief Executive Officer or his designee shall notify the above-named probationary appointed teachers of their dismissal.

#### The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on April 15, 2016, the Board members and the Office of the Board received the CEO's recommendation to dismiss a Probationary Appointed Teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84. His recommendation included the names of the teachers affected and the reasons. He also noted that the teachers affected will be notified of their dismissal after adoption of the Resolution.

#### 16-0427-RS8

# RESOLUTION TO APPROVE CHIEF EXECUTIVE OFFICER'S RECOMMENDATION TO DISMISS (NON-RENEW) PROBATIONARY APPOINTED TEACHERS AT THE END OF THE 2015-2016 SCHOOL YEAR

**WHEREAS** on April 20, 2016, the Chief Executive Officer recommended that the Board non-renew and dismiss probationary appointed teachers at the end of the 2015-16 school year.

#### NOW THEREFORE, BE IT RESOLVED:

- The Board approves the Chief Executive Officer's April 20, 2016 recommendation to dismiss and non-renew probationary appointed teachers.
- The Chief Executive Officer is authorized to cause notices of non-renewal (dismissal) to be transmitted to the probationary appointed teachers recommended for non-renewal on or before May 10, 2016.

#### The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on April 20, 2016, the Board members and the Office of the Board received the CEO's recommendation to dismiss Probationary Appointed Teachers pursuant to Board Rule 4-7b.2(a) and 105 ILCS 5/34-84. His recommendation included the names of the teachers affected and the reasons. He also noted that the teachers affected will be notified of their dismissal after adoption of the Resolution.

#### 16-0427-RS9

## RESOLUTION AUTHORIZING THE HONORABLE TERMINATION OF REGULARLY CERTIFIED AND APPOINTED TEACHERS

WHEREAS, the Chicago Board of Education ("Board") has the power under Sections 34-8.1, 34-16 and 34-84 of the Illinois School Code (105 ILCS 5/34-1, et. seq.) to lay off employees; and

WHEREAS, the Board has the power under Section 34-18(31) of the Illinois School Code to promulgate rules establishing procedures governing the layoff or reduction in force of employees; and

WHEREAS, the Board has the power under Section 34-19 of the Illinois School Code to delegate to the Chief Executive Officer ("CEO") the authorities granted to the Board provided that such delegation and appropriate oversight procedures are made pursuant to Board by-laws, rules, regulations, adopted pursuant to Section 34-19 of the Illinois School Code; and

WHEREAS, the Board, pursuant to the above articulated powers, promulgated its Policy Regarding Reassignment and Layoff of Regularly Appointed and Certified Teachers ("Reassignment Policy") on July 23, 1997 and amended from time to time thereafter, and which is incorporated into collective bargaining agreements; and

WHEREAS, the Board has delegated its power to layoff tenured teachers in accordance with the Reassignment Policy to the CEO under Board Rules 2-13, and 4-1 (a), and 4.6; and

WHEREAS, the Reassignment Policy provides that teachers honorably terminated under its provisions, who are rehired in a permanent teaching position within two school years after their honorable termination, shall have their tenure and prior seniority restored as of the date of rehire; and

**WHEREAS**, the employee(s) identified on Attachment A were removed from the attendance center to which they were assigned pursuant to Section 2 of the Reassignment Policy, and the Chief Executive Officer directed that each employee receive a notice of removal and each employee did receive said notice; and

WHEREAS, all of the identified employees failed to secure a permanent appointment within at least 10 school months after they received their notice of removal and the Chief Executive Officer directed that each of the identified employees receive at least 14 days' notice that they would be honorably terminated from service and each employee has received said notice.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION as follows:

That the employee(s) listed on Attachment A are honorably terminated from service effective on the date of honorable termination indicated on Attachment A, pursuant to the Board's Reassignment Policy.

That those employee(s) listed on Attachment A, who were tenured at the time of their honorable termination, shall have their tenure and full seniority restored without further formal Board action, if they are rehired by the Board to a permanent teaching position within two (2) years of the date of their honorable termination.

#### **ATTACHMENT A**

#### REASSIGNED TEACHER(S) SCHEDULED FOR HONORABLE TERMINATION

First Name	Last Name	Termination Date
Delores	Branch	May 4, 2016
Jerri	Brown	May 4, 2016
Wanda	Dillon-Stewart	May 4, 2016
Terry	Oakley	May 4, 2016
Terri	Robinson	May 4, 2016

President Clark indicated that if there are no objections, Board Reports 16-0427-RS4 through 16-0427-RS9 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 16-0427-RS4 through 16-0427-RS9 adopted.

**Board Member Ward presented the following Motion:** 

16-0427-MO2

## MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL CLOSED SESSION MINUTES FROM MARCH 23, 2016 AND MARCH 28, 2016

MOTION ADOPTED that the Board adopt the minutes of the closed session meeting of March 23, 2016 and March 28, 2016 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meeting held on March 23, 2016 and March 28, 2016 shall be maintained as confidential and not available for public inspection.

Board Member Jordan Turner moved to adopt Motion 16-0427-MO2.

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Furlong, Ms. Jordan Turner, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark – 6

Nays: None

President Clark thereupon declared Motion 16-0427-MO2 adopted.

**Board Member Dr. Hines presented the following Motion:** 

16-0427-MO3

#### MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETING OPEN TO THE PUBLIC MARCH 23, 2016 AND MARCH 28, 2016

MOTION ADOPTED that the record of proceedings of the Regular Board Meeting of March 23, 2016 and the Special Board Meeting of March 28, 2016 prepared by the Board Secretary be approved and that such records of proceedings be posted on the Chicago Board of Education website in accordance with Section 2.06(b) of the Open Meetings Act.

Board Member Furlong moved to adopt Motion 16-0427-MO3.

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Furlong, Ms. Jordan Turner, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark – 6

Nays: None

President Clark thereupon declared Motion 16-0427-MO3 adopted.

16-0427-RS1

# RESOLUTION REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE CONSTRUCTION OF THE EDWARDS RENOVATION PROJECT

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"); and

WHEREAS, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property; and

**WHEREAS**, the estimated total cost of construction for the project is anticipated not-to-exceed \$20,020,124 (\$1,520,124 was previously approved by Resolution 15-0929-RS2 for design, renovation and construction of the main Edwards building project (the "Project"). The Project to be undertaken by the PBC is anticipated to be \$20,020,124.

## NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

- The PBC is hereby requested to complete the design and construction of the main Edwards building renovation project on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
- 2. The Project is not part of the Modern Schools Across Chicago Program. The Project will be funded with capital funds generated in Fiscal Year 2016 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Project to be undertaken by the PBC shall not exceed \$20,020,124 of which \$1,520,124 was previously authorized. This dollar amount is necessary to cover project costs, including environmental, site preparation, contingency, management fees, implementation and construction. The project costs are appropriated in the FY16 and FY17 Capital Budget and miscellaneous capital funds.
- 3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
- No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
- 5. This resolution is effective immediately upon its adoption.

#### 16-0427-RS2

# RESCIND BOARD REPORT 11-0126-RS4 AND ADOPT NEW GUIDELINES FOR PUBLIC PARTICIPATION AT THE CHICAGO BOARD OF EDUCATION'S FINANCE AND AUDIT COMMITTEE MEETINGS

WHEREAS, Board Rule 1-10 created the Finance and Audit Committee, a public body;

WHEREAS, the Open Meetings Act specifies that any person shall be permitted the opportunity to address public officials under rules established by the public body (5 ILCS 120/2.06(g);

WHEREAS, the Board adopted Board Resolution 11-0126-RS4 on January 26, 2011 which established Guidelines for Public Participation at the Board's Finance and Audit Committee meetings ("2011 Guidelines"); and

**WHEREAS**, the Board now rescinds the 2011 Guidelines and establishes new Guidelines for Public Participation at its Finance and Audit Committee Meetings.

#### NOW THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION THAT:

The following Guidelines for Public Participation at the Chicago Board of Education's Finance and Audit Committee Meetings are effective immediately upon adoption:

- Public Participation testimony from educators, parents and members of the public will be available during the Finance and Audit Committee Meeting at the time noted on the published agenda.
- The Public Participation portion of the Committee's meeting shall last no more than twenty (20) minutes or until the last registered speaker has presented, whichever occurs first.
- Speakers must register in advance of the meeting by the time and process noted in the meeting agenda published by the Finance and Audit Committee.

- Each speaker will have two (2) minutes each to present their remarks. Speakers may not cede
  their time to another person.
- When called by the Board Secretary, a speaker shall proceed promptly to the microphone area to
  present their remarks and materials to the Finance and Audit Committee. Speakers shall end
  their presentation upon the request of the Board Secretary when their time is up to allow the next
  speaker to begin.
- Presentations by speakers during Public Participation will be limited to issues relevant to the Finance and Audit Committee and shall not contain comments of a personal nature directed towards individual Committee members, employees of the Board, or any other individual.
- It is the Chair's prerogative to limit the discussion of any speaker to allow for broad and diverse public participation.
- Courteous, respectful and civil behavior is expected from all speakers and all persons attending.
  Unsolicited comments and disruptive behavior are prohibited. Individuals who are disruptive may
  be given a warning and also, may, if necessary, be removed from the meeting. If any individual is
  removed from a meeting as a result of disruptive behavior, then the individual may forfeit their
  right of reentry to future meetings.
- An interpreter will be provided for those speakers who wish to make their remarks in Spanish.

#### 16-0427-RS3

## RESOLUTION AUTHORIZE APPOINTMENT OF MEMBERS TO LOCAL SCHOOL COUNCILS TO FILL VACANCIES

WHEREAS, the Illinois School Code, 105 ILCS 5/34-2.1, authorizes the Board of Education of the City of Chicago ('Board') to appoint the teacher, non-teacher staff and high school student members of local school councils of regular attendance centers to fill mid-term vacancies after considering the preferences of the schools' staffs or students, as appropriate, for candidates for appointment as ascertained through non-binding advisory polls;

WHEREAS, the Governance of Alternative and Small Schools Policy, B. R. 07-0124-PO2 ("Governance Policy"), authorizes the Board to appoint all members of the appointed local school councils and boards of governors of alternative and small schools (including military academy high schools) to fill mid-term vacancies after considering candidates for appointment selected by the following methods and the Chief Executive Officer's recommendations of those or other candidates:

Membership Category	Method of Candidate Selection
Parent	Recommendation by serving LSC or Board
Community	Recommendation by serving LSC or Board
Advocate	Recommendation by serving LSC or Board
Teacher	Non-binding Advisory Staff Poll
Non-Teacher Staff Member	Non-binding Advisory Staff Poll
JROTC Instructor	Non-binding Advisory Staff Poll (military academy high schools only)
Student	Non-binding Advisory Student Poll or Student Serving as Cadet Battalion Commander or Senior Cadet (military academy high schools)

WHEREAS, the established methods of selection of candidates for Board appointment to fill midterm vacancies on local school councils, appointed local school councils and/or boards of governors were employed at the schools identified on the attached Exhibit A and the candidates selected thereby and any other candidates recommended by the Chief Executive Officer have been submitted to the Board for consideration for appointment in the exercise of its absolute discretion;

**WHEREAS**, the Illinois School Code and the Governance Policy authorize the Board to exercise absolute discretion in the appointment process;

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:

- The individuals identified on the attached Exhibit A are hereby appointed to serve in the specified
  categories on the local school councils, appointed local schools and/or boards of governors of the
  identified schools for the remainder of the current term of their respective offices.
- 2. This Resolution shall be effective immediately upon adoption.

#### **Exhibit A**

#### **NEW APPOINTED MEMBERS**

TEACHER MEMBER
Daneal Silvers
Concepcion Valenzuela

REPLACING Joanna Doyle Nancy Hemandez SCHOOL Edison R. G. C. E. S. Marsh E. S. **NON-TEACHER MEMBER** 

Cheryl Crenshaw Ramon Tejada Mihriba Amin REPLACING Sandra O"Neal Ruth Clausen Rosa Vasquez SCHOOL Cook E. S. Edison R.G. C. E. S. Lloyd E. S.

#### 16-0427-PO1

## RESCIND BOARD REPORT 96-1120-PO3 AND ADOPT A NEW EDUCATION OF HOMELESS CHILDREN AND YOUTH POLICY

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board rescind Board Report 96-1120-PO3 and adopt a new Education of Homeless Children and Youth Policy.

**PURPOSE:** The purpose of this policy is ensure compliance with the McKinney-Vento Homeless Education Assistance Act, 42 U.S.C. §11431 *et seq.* ("McKinney-Vento") and the Illinois Education for Homeless Children Act, 105 ILCS 45/1-1 *et seq.* ("IEHCA").

#### POLICY TEXT:

- **A. Commitment:** This policy applies to all Board employees and service programs and activities provided or made available by the Board. This policy affirms the Board's commitment to the District's homeless education program, known as the Students in Temporary Living Situations ("STLS") program, and the STLS program goals which are to ensure:
- every homeless child and youth attending the Chicago Public Schools shall have equal access to the same free, appropriate public education and programs as is provided to other children and youth to enable them to meet the same challenging State student academic achievement standards to which all students are held:
- every homeless child and youth has access to services, programs and activities offered by the school (e.g. preschool, before, during and after-school programs);
- every homeless child and youth who meets the relevant eligibility criteria will not face barriers based on homeless status to accessing academic and extracurricular activities, magnet schools, summer school, career and technical education, advanced placement, on-line learning and charter schools;
- no homeless child or youth shall be discriminated against, segregated from the mainstream school population, isolated on the basis of the student's homelessness or stigmatized;
- 5. no child or youth shall be denied enrollment because the student is homeless;
- no homeless child or youth shall be denied immediate enrollment because the student is unable to produce health, immunization or school records, proof of guardianship, or proof of residence;
- the removal of any regulations, practices or policies that act as barriers to the identification, enrollment, retention, attendance or success of homeless children and youths in the District;
- the maintenance of safeguards that protect homeless students from discrimination on the basis of their homelessness;
- all Board employees treat children, youth and their families who are experiencing homelessness with respect, compassion and sensitivity; and
- 10. the District complies with federal and state laws regarding the education of homeless students.
- **B. Scope:** Children and youth are homeless when they lack a fixed, regular and adequate night-time place of residence, including those who are:
- sharing housing of other persons due to the loss of housing, economic hardship or similar reason (sometimes referred to as "doubled up");
- living in a motel, hotel, trailer park or camping ground due to lack of alternative, adequate accommodations;
- 3. living in an emergency or transitional shelter;
- living in a car, park, public place, abandoned building, substandard housing, bus or train station or similar setting:
- having a primary nighttime residence that is a private or public space not designated or ordinarily used as a regular sleeping accommodation;
- 6. abandoned in a hospital;
- awaiting foster care placement (pursuant to the reauthorization of McKinney-Vento, this category will be phased-out during the 2016-2017 school year); or
- 8. migratory children living in any of the circumstances described above.
- **C. Definitions:** As used in this policy, parent means the parent or guardian having legal or physical custody of the child or any adult caregiver with whom the child lives.

Unaccompanied homeless youth are youth or children who are not in the physical care or custody of a parent or guardian and include youth who have been denied housing by their parent, youth who have run away from home even if their parent states a desire for the youth to return home, and youth discharged after a stay in juvenile detention but not to the care of an adult.

"Enrollment" means enrolled into the school, attending classes and participating fully in school activities.

- D. Enrollment: A homeless child or youth is entitled to immediate enrollment at any of the following:
- 1. the school in which the student was enrolled when permanently housed, including a preschool (school of origin as defined under McKinney-Vento and IEHCA);
- 2. the school in which the student was last enrolled, including a preschool (school of origin as defined under McKinney-Vento and IEHCA); or
- 3. any public school that non-homeless students who live in the attendance area in which the homeless child or youth is actually living are eligible to attend.

Homeless child or youth shall be immediately enrolled in the school of school of origin (D1 or D2) or meeting the definition of "school" in D3 even if the student is unable to produce health, immunization or school records, proof of guardianship, or proof of residence.

Once enrolled, a homeless child or youth is allowed to remain enrolled in the selected school for as long as the child remains homeless or if the child becomes permanently housed, until the end of the school year.

For 9th grade students who are homeless and were homeless in 8th grade, the feeder high school for the 8th grade school of origin becomes the school of origin for 9th grade. If a homeless student's elementary school of origin does not go through 8th grade, the feeder elementary school for the next grade becomes the student's school of origin.

A homeless child or youth has the right to apply to charter schools, selective enrollment schools, magnet schools, and all other CPS programs in the same manner as students who are permanently housed.

E. Transportation The District shall ensure that transportation will be provided to homeless children or youths who chose to continue attending their school of origin. If a child or youth becomes homeless and chooses to remain in the student's school of origin, each school upon learning of the student's homelessness, must notify the student and parent of the availability of transportation services, if such services are necessary for the homeless child or youth to continue attendance at the school of origin. If such services are necessary, the District will strive to provide CTA transportation assistance to the school of origin immediately upon request but no later than three school days of the request. If a student becomes permanently housed and is receiving transportation to the school of origin, the student will be entitled to transportation until the end of the school year during which he/she becomes permanently housed

The parents of students in grades PK-6 who are eligible for transportation will also receive public transportation assistance to enable them to accompany their child to/from school and school related activities, including but not limited to extracurricular activities, report card pick-up, IEP meetings, graduation, and parent teacher conferences, on the Chicago Transit Authority (CTA). District staff have the right to verify whether CTA assistance provided to a parent is actually used to transport the homeless child to/from school. In any case which a parent fails to accompany a homeless child on a regular basis despite provision of CTA assistance, the school may provide the parent with daily CTA assistance that the parent will pick-up at the child's school. Any parent of students in grades PK-6 who are eligible for transportation and are denied CTA assistance pursuant to this policy has the right to file a dispute as described in Section J below.

Transportation assistance is provided to students and parents for the educational purpose of transporting students to and from school and school activities. Students and parents receiving transportation assistance in the form of CTA Ventra cards must adhere to the terms of the Ventra User Agreement and comply with all other CTA rules and regulations. The District has the right to audit the use of the CTA Ventra cards and to investigate whether a student or parent of a student misused a Ventra card (e.g. use on a non-attendance day for non-school related activities, use during school hours other than to transport to/from school, re-sell the card, etc.).

Hardship Transportation: If the parent is unable to accompany his/her child on public transportation to their school of origin due to a hardship, the parent and/or unaccompanied youth may apply for hardship transportation service by submitting documentation or affidavit of the parent's inability to transport the student. The District will strive to provide hardship transportation as soon as possible but no later than ten school days of approval of the request. While awaiting hardship transportation to the school of origin, the student and parent will receive CTA transportation support. Hardship for purposes of this policy means that:

- The parent is employed or enrolled in and attending a bona fide job training or education program which precludes the parent from transporting the parent's child(ren) to/from school; OR
- The parent is mentally or physically disabled and such disability precludes the parent from transporting the parent's child(ren) to/from school; OR
- The parent is responsible for transporting the parent's children to schools at different locations; OR
- The parent resides in a shelter or similar facility which will not permit the parent to leave to transport the child(ren) to/from school; OR
- The parent is required by court order, Department of Children and Family Services (DCFS) or a DCFS contract agency to engage in services which prohibit the parent from transporting the child(ren) to/from school; OR
- There is other good cause to find that a hardship exists which warrants the provision of alternative transportation, AND

 For each hardship defined above, the school may verify the information supporting such hardship. If the school is unable to verify the hardship, then the parent is required to execute an affidavit asserting the truth of the facts supporting the existence of hardship. Any parent determined to have provided false information for the purpose of securing hardship transportation under this policy may be denied such transportation.

If a homeless student's temporary residence is outside the City of Chicago and the student continues to attend the student's CPS school of origin or the student's temporary residence is in the City of Chicago and the student continues to attend the student's school of origin in another Illinois school district, the District will collaborate with the school district in which the homeless child or youth is living or attending to apportion the responsibility and costs for providing transportation to and from the school of origin, and school related activities, including but not limited to extracurricular activities, report card pick-up, IEP meetings, graduation, and parent teacher conferences.

Students who are homeless and qualify for transportation under another District program, such as pursuant to an Individualized Education Program (IEP) or Options for Knowledge, will be provided such transportation as their non-homeless peers.

F. Fee Waivers, School Supplies, Uniforms, Tutoring, and Credit Recovery: To ensure continued enrollment in school and school activities, homeless students enrolled in the District shall have access to adequate and appropriate school supplies and school uniforms, waiver of school fees consistent with the District's Fee Waiver Policy, free school meals, and tutoring services beyond those provided to all students of at least one hour per week upon request. The District will identify and remove any barrier that prevents unaccompanied homeless youths and youths separated from public schools from receiving appropriate high school credit for full or partial coursework satisfactorily completed while attending a prior school

If a school requires school uniforms or dress codes, the school shall assist the family of each homeless student who is unable to supply the student's own uniform to obtain a minimum of two sets of uniforms or appropriate school clothing per year to avoid stigmatization and to allow for proper hygiene and washing of uniforms.

- **G. Homeless Liaisons:** The Chief Executive Officer ("CEO") shall designate an appropriate District staff person to be the District's Liaison for homeless students and their families and to lead the District's STLS program. The District's STLS Liaison shall also:
- 1. develop and implement District training materials to ensure the effective implementation of this policy;
- ensure each school annually identifies an appropriate STLS Liaison and ensure s/he receives training on the educational rights of homeless children and youths;
- 3. maintain an active list of STLS liaisons;
- ensure homeless children and youths, including pre-school age children, are identified by school
  personnel and coordinate with community, state and federal agencies providing supportive services
  to the families of homeless children and youth, including those for preschool age students, to identify
  homeless student not yet enrolled in school;
- ensure parents and unaccompanied homeless youths are informed of transportation services to the school of origin and eligible students receive appropriate transportation services;
- 6. ensure notice is provided throughout the community in locations frequented by parents of homeless students and unaccompanied homeless youths, including shelters, public libraries and soup kitchens, and at each school of the rights of, and services for, homeless children and youth, in a manner and form understandable to the parents and unaccompanied homeless youths;
- advise school counselors to assist unaccompanied homeless youths prepare for college and verify their status for purposes of the Free Application for Federal Student Aid (FAFSA); and
- review and recommend to the CEO amendments to STLS requirements, protocols, and procedures that may act as barriers to the enrollment, identification, attendance, retention and success of homeless students.

Annually, each Chicago Public School will identify a school employee to serve as the school's STLS Liaison to assist with identifying and enrolling homeless students in the school and facilitating student access to STLS program benefits. A comprehensive description of the roles and responsibilities of the school level STLS liaisons and other school staff regarding homeless students is available on the District's website. The school STLS Liaison shall:

- 1. attend all mandatory training regarding the District's STLS program, its requirements and procedures;
- ensure homeless students are sensitively identified and given information and assistance in regards to the choice of schools;
- 3. ensure homeless students, including pre-school age children, are immediately enrolled in the school of origin or "school" as defined in Section D3 above;
- 4. notify the student and parent of the availability of transportation services if a homeless child or youth chooses to remain in the student's school of origin and such services are necessary for the homeless child or youth to continue attendance at the school of origin.
- maintain on-going communication with homeless youth and families and provide referrals to District
  and community services that may address barriers to enrollment, attendance, and success in school,
  including health care services, dental services, mental health and substance abuse services, housing
  services and other appropriate services;
- 6. provide all STLS program benefits in a timely manner and in accordance with Section F of this policy;
- provide to eligible students attending their school of origin transportation assistance in a timely manner and in accordance with Section E of this policy;
- provide the student and family a written copy of the notice of rights of homeless students, which includes information regarding their rights under the Board policy and dispute resolution;

- 9. display the annual poster provided by the STLS Department;
- 10. if a dispute arises, the liaison will explain to the parent/ unaccompanied youth the dispute process and provide him/her with the proper forms, and referrals to free and low cost legal services.
- H. Training: The District shall provide mandatory training two times per school year on the educational rights of homeless children/youths and their parents to Principals, school STLS Liaisons and school clerks who work with homeless children and youths. The training program will be developed by the District's STLS Liaison. Principals shall annually provide training opportunities for all school staff on the educational rights of homeless students and notify in writing the STLS Liaison when such training has occurred.
- I. District Website: The CEO or designee and the District's STLS liaison shall continue to annually publish on the District's website the requirements, procedures and protocols for the District's STLS program and shall make updates to the website as necessary and appropriate. The website will include a list of the duties of the District's STLS Liaison. The District's STLS Liaison shall share with the Chicago Coalition for the Homeless planned revisions to the website if possible 30 days but no later than 14 days prior to the changes being posted on the website.

The District's website shall continue to provide important information for homeless families including, how to access the STLS program, including contact information for the STLS department, enroll in the school of origin or other eligible school, eligibility requirements for transportation services to and from the school of origin including hardship transportation, availability of other STLS program benefits (e.g. school uniforms, schools supplies, fee waivers) including access and eligibility requirements, process for dispute resolution, and a phone number to reach the STLS program for assistance.

The District's website shall also include protocols for schools to follow including those related to identification of homeless children and youth, immediate enrollment, handling of transportation requests, handling documentation issues regarding lack of school records, immunizations, health exams or birth certificates, ensuring privacy, timely resolution of disputes, student access to eligible school services, programs and activities, addressing special populations such as unaccompanied homeless youth, and keeping the student at the student's school origin wherever possible consistent with the wishes of the parent. All District employees shall follow the requirements, procedures and protocols posted on the District's STLS website and any other requirements issued by the CEO or designee regarding the enrollment and education of homeless children and youth in compliance with McKinney-Vento and the IFHCA

- J. Dispute Resolution: The CEO shall ensure a fair and expeditious process for resolving disputes between a school and any homeless child, parent or youth regarding enrollment, eligibility, school selection and/or transportation. The process shall ensure:
- The parent/unaccompanied youth is given a copy of the STLS Explanation of Dispute Resolution Process which explains in detail how the dispute resolution process works and includes referrals to free and low cost legal assistance;
- The parent/unaccompanied youth is given a completed and signed copy of the STLS Dispute
   Notification form which is completed by the school and/or the STLS Department and provides written
   notification of the rationale for the decision;
- The parent/unaccompanied youth is given a copy of the STLS Parent/Unaccompanied Youth Dispute Resolution Appeal form;
- The school and/or District STLS Liaison will assist the parent/unaccompanied youth in completing the STLS Parent/ Unaccompanied Youth Dispute Resolution Appeal forms;
- 5. The school notifies the District STLS Liaison to enable him/her to contact the parent/unaccompanied youth in an attempt to resolve the dispute, inform parents of the right to an in-person meeting with the District STLS Liaison, and ensure the dispute process is followed appropriately;
- 6. A decision on each dispute resolution request shall be timely issued in writing by the CEO or designee and given to the parent/unaccompanied youth in a manner and form understandable to the parent or unaccompanied homeless youth using the CPS Final Decision Regarding Dispute for Students in Temporary Living Situations form which includes how an appeal may be made to the Illinois State Board of Education (ISBE) Homeless Education Program and lists referrals to free and low cost legal assistance;
- 7. If the parent or unaccompanied youth disagrees with the District's final decision regarding enrollment or transportation, parent or unaccompanied youth notifies the District STLS Liaison who then submits an appeal to the ISBE Homeless Education Program on the parent's/unaccompanied youth's behalf for a fair and impartial hearing with an ombudsperson appointed by ISBE;
- 8. During the dispute resolution process, the student must be immediately enrolled in the school of origin (Sections D1 or D2 above) or the "school" which meets the definition in Section D3 above and/or provided transportation until the dispute is resolved.
- The procedures for submitting a request for dispute resolution and for appealing a dispute resolution decision shall be posted on the District's website.

Nothing in this policy prevents a parent or unaccompanied youth from filing a dispute directly with ISBE through the state's homeless education dispute resolution process.

K. Program Inquiries: Any individual alleging the abridgement of the educational rights of homeless children or youth by CPS, other than denial of enrollment, eligibility, school selection or transportation which is covered in Section J above, such as denial of school fee waiver, or raising any issue of discrimination, such as unfair treatment of student or family because of their homelessness, should contact the STLS Department at (773) 553-2242, or fax at (773) 553-2182 or email at <a href="mailto:STLSInformation@cps.edu">STLSInformation@cps.edu</a> for assistance in addressing their complaint. Any other questions, inquiries regarding how to access the STLS program and/or services, should also be directed to the STLS Department.

- L. Notification: Twice per year, the CEO will direct a designee to provide written notice to all students enrolled in the Chicago Public Schools and their parents containing information regarding the educational rights of homeless children and youth under this policy and under the federal and state law. Principals are to ensure this notice is distributed to families and posted in a prominent location within the school.
- M. Support and Oversight: The CEO or designee together with the District's STLS Liaison shall establish all necessary forms, timelines, annual notices, procedures, protocols and webpages for the effective implementation and oversight of this policy. The CEO or designee together with the District's STLS liaison may further establish guidelines for evaluating charter school compliance with McKinney-Vento and IEHCA as part of their annual legal compliance review. The Principal shall provide oversight to ensure the implementation of all aspects of this policy at his/her school, including identification of homeless students, immediate enrollment, including full participation in school related activities and provision of required notifications.
- N. Terms: All terms used in this policy and on the STLS page of the District's website shall be interpreted in accordance with McKinney-Vento and the IEHCA. Notwithstanding anything in this policy to the contrary, this policy is not intended to expand or limit rights or obligations created by McKinney-Vento or IEHCA.

LEGAL REFERENCES: McKinney-Vento Homeless Assistance Act 42 USC § 11431 et seq.; Illinois Education for Homeless Children Act 105 ILCS 45-1 et seq; Salazar v. Board of Education 92 CH 5703.

President Clark indicated that if there are no objections, Board Reports 16-0427-RS1 through 16-0427-RS3 and 16-0427-PO1 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 16-0427-RS1 through 16-0427-RS3 and 16-0427-PO1 adopted.

16-0427-CO1

**FINAL** 

## COMMUNICATION RE: LOCATION OF BOARD MEETING OF MAY 25, 2016

Frank M. Clark President, and Members of the Board of Education Mark F. Furlong Rev. Michael J. Garanzini, S.J. Jaime Guzman Dr. Mahalia A. Hines Dominique Jordan Turner Gail D. Ward

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, May 25, 2016 will be held at:

CPS Loop Office 42 W. Madison Street, Garden Level, Board Room Chicago, IL 60602

The Board Meeting will begin at 10:30 a.m.

Public Participation Guidelines are available on www.cpsboe.org or by calling (773) 553-1600.

For the May 25, 2016 Board Meeting, advance registration to speak and observe will be available beginning **Monday, May 23rd at 10:30 a.m. and will close on Tuesday, May 24th at 5:00 p.m.** or until all slots are filled. You can advance register during the registration period by the following methods:

Online: www.cpsboe.org (recommended)

Phone: (773) 553-1600

In Person: 1 North Dearborn, Suite 950

The Public Participation segment of the meeting will begin as indicated in the meeting agenda and proceed for no more than 60 registered speakers for the two hours.

#### TRANSFER OF FUNDS Various Units and Objects

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

The various transfers of funds were requested by the Central Office Departments during the month of March. All transfers are budget neutral. A brief explanation of each transfer is provided below:

#### 1. Transfer from Chief Education Office to Richard Edwards School

Rationale: Transferring funds to purchase early childhood carpets/rugs.

Transfer From:		Transfer To:		
10816	Chief Education Office	23081	Richard Edwards School	
115	General Education Fund	115	General Education Fund	
57940	Miscellaneous Charges	53405	Commodities - Supplies	
232102	Executive Administration	232102	Executive Administration	
000000	Default Value	000000	Default Value	

Amount: \$1,000

#### 2. Transfer from Turner-Drew Language Academy to Facility Opers & Maint - City Wide

#### 20160085158

Rationale: Transfer excess funds back to collaborative line for cancelled WO 16-FS-1020302

Transfer I	rom:	Transfer 1	Го:
29041	Turner-Drew Language Academy	11880	Facility Opers & Maint - City Wide
230	Public Building Commission O & M	230	Public Building Commission O & M
561 <b>05</b>	Services - Repair Contracts	56105	Services - Repair Contracts
254035	O&M Far South	254035	O&M Far South
000000	Default Value	000000	Default Value

Amount: \$1,000

#### 3. Transfer from Network 3 to Network 3

Rationale: Transfer to commodities to purchase/provide funds to create a more positive ES/HS School culture to recognize student's positive behavior, academic achievement, and attendance. The Network will purchase certificates, traveling trophies for friendly grade competition, banners, etc. in order to recognize outstanding school effort surrounding model student behavior and practices,

Transfer f	From;	Transfer 1	Го:
02431	Network 3	02431	Network 3
115	General Education Fund	115	General Education Fund
54125	Services - Professional/Administrative	53405	Commodities - Supplies
300008	Community/Parent Involvement	2112 <b>1</b> 0	Attendance Services
000025	Osse Attendance Project	000025	Osse Attendance Project

Amount: \$1,000

#### 4. Transfer from Facility Opers & Maint - City Wide to Sir Miles Davis Magnet

#### 20160123712

Rationale: Stanton Mech (1000.00)
reassemble and tune boiler, test for proper operation with no flame failures.
Cps internal maximo- cps-1250100

Transfer i	rom:	Transfer 1	Го:
11880	Facility Opers & Maint - City Wide	29391	Sir Miles Davis Magnet
230	Public Building Commission O & M	230	Public Building Commission O & M
56105	Services - Repair Contracts	56105	Services - Repair Contracts
254034	O&M Southwest	254034	O&M Southwest
000000	Default Value	000000	Default Value

Amount: \$1,000

#### 5. Transfer from Facility Opers & Maint - City Wide to Alexander Graham School

#### 20160124312

Rationale: Supply labor and material to investigate, repair leaks at following locations 3rd fl. by roof drain, rm 301,rm303,rm306, Max # CPS 869664 (also 875082)

Transfer From:		Transfer 7	Transfer To:	
11880	Facility Opers & Maint - City Wide	23391	Alexander Graham School	
230	Public Building Commission O & M	230	Public Building Commission O & M	
56105	Services - Repair Contracts	56105	Services - Repair Contracts	
25403 <b>3</b>	O&M South	254033	O&M South	
000000	Default Value	000000	Default Value	

Amount: \$1,000

#### 6. Transfer from Facility Opers & Maint - City Wide to Chicago High School For Agricultural Sciences

#### 20160124747

Rationale: Furnish Labor & Material for 911 service call for leaking boiler

Transfer F	From:	Transfer 1	Го:
11880	Facility Opers & Maint - City Wide	47091	Chicago High School For Agricultural Sciences
230	Public Building Commission O & M	230	Public Building Commission O & M
56105	Services - Repair Contracts	56105	Services - Repair Contracts
254035	O&M Far South	254035	O&M Far South
000000	Default Value	000000	Default Value

Amount: \$1,000

#### 7. Transfer from Rachel Carson Elementary School to Talent Office

Rationale: One of my teachers needs to apply for a H1B visa to continue working at Carson.

Transfer From:		Transfer 1	Transfer To:	
22601	Rachel Carson Elementary School	11010	Talent Office	
115	General Education Fund	115	General Education Fund	
53405	Commodities - Supplies	54125	Services - Professional/Administrative	
119035	Other Instruction Purposes - Miscellaneous	264207	Teacher Sourcing & Recruitment	
000575	Student Based Budgeting	000575	Student Based Budgeting	

Amount: \$1,000

#### 4292. Transfer from Capital/Operations - City Wide to Chicago Vocational Career Academy

#### 20160127960

Rationale: Funds Transfer From Award# 2015-436-00-07 To Project# 2012-53011-SIP; Change Reason: NA

Transfer F	rom:	Transfer 1	TO:
12150	Capital/Operations - City Wide	53011	Chicago Vocational Career Academy
436	Miscellaneous Capital Fund	436	Miscellaneous Capital Fund
56310	Capitalized Construction	56310	Capitalized Construction
009526	All Other	251392	Repairs & Improvements
060003	Chicago Vocational Career Academy (Cvca) Major	060003	Chicago Vocational Career Academy (Cvca) Major
	Capital Renovation		Capital Renovation

Amount: \$706,977

#### 4293. Transfer from Facility Opers & Maint - City Wide to Facility Opers & Maint - City Wide

#### 20160126709

Rationale: Transfer funds to open Aramark PO for FY16 year end per department request.

Transfer From:		Transfer 1	Transfer To:		
11880	Facility Opers & Maint - City Wide	11880	Facility Opers & Maint - City Wide		
230	Public Building Commission O & M	230	Public Building Commission O & M		
53105	Commodities - Electricity - Purchased	54105	Services: Non-technical/Laborer		
254004	Utilities	254007	Custodial Services		
000000	Default Value	000000	Default Value		

Amount: \$1,000,000

#### 4294. Transfer from Capital/Operations - City Wide to Southeast Area Elementary School

20160128654
Rationale: Funds Transfer From Award# 2015-436-00-16 To Project# 2014-22631-NSC; Change Reason: NA

Transfer I	ransfer From:		Transfer To:		
12150	Capital/Operations - City Wide	22631	Southeast Area Elementary School		
436	Miscellaneous Capital Fund	436	Miscellaneous Capital Fund		
56310	Capitalized Construction	56310	Capitalized Construction		
009441	New School Openings	009441	New School Openings		
343920	Cdb - Garning Revenue	343920	Cdb - Gaming Revenue		

Amount: \$1,167,819

#### 4295. Transfer from Capital/Operations - City Wide to Southeast Area Elementary School

#### 20160128651

Rationale: Funds Transfer From Award# 2014-436-00-07 To Project# 2014-22631-NSC; Change Reason: NA

Transfer I	From:	Transfer To:		
12150	Capital/Operations - City Wide	22631	Southeast Area Elementary School	
436	Miscellaneous Capital Fund	436	Miscellaneous Capital Fund	
56310	Capitalized Construction	56310	Capitalized Construction	
009441	New School Openings	009441	New School Openings	
343920	Cdb - Garning Revenue	343920	Cdb - Gaming Revenue	

Amount: \$1,284,288

#### 4296. Transfer from Capital/Operations - City Wide to Dunbar Vocational Career Academy

#### 20160129223

Rationale: Funds Transfer From Award# 2015-484-00-18 To Project# 2016-53021-CAR; Change Reason: NA

Transfer From: Transfer To: 2150 Capital/Operations - City Wide
484 CIP Series 2013BC
4125 Services - Professional/Administrative 12150 53021 Dunbar Vocational Career Academy 484 CIP Series 2013BC 54125 56310 Capitalized Construction 253101 Planning And Development 253526 Interior Renovation 000000 Default Value 000000 Default Value

Amount: \$1,926,085

#### 4297. Transfer from Capital/Operations - City Wide to Dvett High School

#### 20160122292

Rationale: Funds Transfer From Award# 2015-484-00-18 To Project# 2016-66021-CSP : Change Reason : NA

Transfer From: Transfer To: 12150 2150 Capital/Operations - City Wide 484 CIP Series 2013BC Dyett High School CIP Series 2013BC 66021 484 Services - Professional/Administrative Planning And Development 54125 56310 Capitalized Construction 253101 253508 Renovations 000000 Default Value 000000 Default Value

Amount: \$6,930,000

#### 4298. Transfer from Capital/Operations - City Wide to Jonathan Y Scammon School

#### 20160127793

Rationale: Funds Transfer From Award# 2015-484-00-03 To Project# 2015-25241-ROF-1; Change Reason: NA

Transfer From: Transfer To: 12150 Capital/Operations - City Wide CIP Series 2013BC Jonathan Y Scammon School 25241 484 484 CIP Series 2013BC 56310 Capitalized Construction Capitalized Construction 253508 Renovations 009553 Roofs 000000 000000 Default Value

Amount: \$7,079,800

#### 4299. Transfer from Information & Technology Services to Capital/Operations - City Wide

#### 20160128564

Rationale: Funds Transfer From Award# 2015-436-00-15 To 2015-436-00

Transfer From: Transfer To: 2150 Capital/Operations - City Wide 436 Miscellaneous Capital Fund 6310 Capitalized Construction 12510 Information & Technology Services 12150 436 Miscellaneous Capital Fund 56310 56310 Capitalized Construction 253001 Network Services (E-Rate: Cps) 253543 000000 Default Value 000000

Amount: \$20,000,000

#### \*[Note: The complete document will be on File in the Office of the Board]

#### 16-0427-EX2

#### APPROVE APPLICATION FOR WAIVER

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board of Education of the City of Chicago ("Board") approve an application for a five year waiver to modify the Illinois School Code to allow the date of the ACT exam or other similar national college entrance exam to count as a day of student attendance for general state aid purposes.

**PUBLIC HEARING AND NOTICE:** A public hearing before the Board will be held on April 27, 2016, in accordance with Section 2-3.25g of the Illinois School Code. Notice was provided via websites, cps.edu and cpsboe.org, publication in a Chicago newspaper, to Illinois state legislators who represent Chicago, and collective bargaining agents as required by Section 2-3.25g of the Illinois School Code.

#### **DESCRIPTION OF THE WAIVER:**

Currently, Section 18-8.05(F)(2)(i) of the Illinois School Code allows a school district administering a college and career ready assessment to count a shortened school day as a day of student attendance if the district has banked sufficient number of minutes. The Illinois State Board of Education (ISBE) has decided that the ACT is not the state-required assessment determining college and career readiness.

This waiver would allow for the district to continue its past practice of administering the ACT test or other similar national college entrance exam to juniors in accordance with testing protocols on a shortened school day schedule. In addition, the district will schedule Advanced Placement or International Baccalaureate exams on this day. The district has "banked" enough instructional minutes throughout the year so that the day of the test administration may be counted as a day of student attendance.

**AUTHORIZATION:** Authorize the Chief Executive Officer or designee to execute the waiver application described above and submit it to ISBE in accordance with Section 2-3.25g of the School Code.

## AUTHORIZE RENEWAL OF THE ARCHITECTURE, CONSTRUCTION AND ENGINEERING TECHNICAL CHARTER SCHOOL AGREEMENT WITH CONDITIONS

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Authorize renewal of the Architecture, Construction and Engineering Technical Charter School Agreement (the "Charter School Agreement") with conditions for an additional three-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

SCHOOL OPERATOR/ Architecture, Construction and Engineering Technical Charter School .

CHARTER SCHOOL: 5410 S. State Street

Chicago, Illinois 60609 Phone: 773-548-8705

Contact Person: Marvin Talley, Principal

**OVERSIGHT:** 

Office of Innovation and Incubation

42 W. Madison, 3<sup>rd</sup> Floor Chicago, IL 60602 Phone: 773-553-1530

Contact Person: Mary K. Bradley, Executive Director

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 04-0225-EX4) was for a term commencing July 1, 2004 and ending June 30, 2009 and authorized the operation of a charter school serving no more than 500 students in grades 9 through 12. The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2009 and ending June 30, 2012 (authorized by Board Report 09-0325-EX15). The charter and Charter School Agreement were further renewed for a term commencing July 1, 2012 and ending June 30, 2013 (authorized by Board Report 12-0328-EX10). The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2013 and ending June 30, 2016 (authorized by Board Report 13-0227-EX3).

**CHARTER RENEWAL PROPOSAL:** Architecture, Construction and Engineering Technical Charter School (ACE Tech) submitted a renewal proposal on October 19, 2015 to continue the operation of ACE Tech. The charter school shall continue to be located at 5410 S. State Street, and to serve grades 9 through 12 with a maximum enrollment of 500 students.

The agreement will incorporate an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of Innovation and Incubation conducted a comprehensive evaluation of ACE Tech's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial performance, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on April 19, 2016 for all contract and charter schools going through renewals to receive public comments, including ACE Tech. The Office of Innovation and Incubation recommends that, based on the school's performance on these and other accountability criteria, as well as the school's demonstration of intent to satisfy the "Additional Terms and Conditions" referred to herein below, ACE Tech be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of ACE Tech's charter and agreement is being extended for a three (3) year term commencing July 1, 2016 and ending June 30, 2019.

**ADDITIONAL TERMS AND CONDITIONS:** ACE Tech's charter and agreement shall be recommended for renewal with the following conditions to be included in the agreement:

- On or before July 15, 2016, the school must present evidence to the Office of Innovation and Incubation (I&I) of a student application form consistent with state charter law.
- On or before July 15, 2016, the school must provide evidence to I&I of a compliant transportation
  policy consistent with state charter law.
- On or before July 15, 2016, the school must submit evidence to I&I of completion of Open Meetings Act (OMA) training for all current board members.
- On or before January 1, 2017, and thereafter every January 1, the school must show evidence to
  I&I that it is and shall remain in compliance with state and federal requirements governing English
  Learners as demonstrated on formal compliance reports from the Board's Office of Language and
  Cultural Education (OLCE). Chicago Public Schools has designated OLCE to conduct school
  visits and make a determination of compliance with state and federal requirements regarding
  English Learner Programs.

By the end of the term of the agreement, the school must demonstrate that the number, length, and rate of in-school suspensions (ISS) and out-of-school suspensions (OSS) have declined.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement. Authorize the President and Secretary to execute the written Charter School Agreement. Authorize the Executive Director of the Office of Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Charter School Agreement as required by the Illinois State Board of Education.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

FINANCIAL: The financial implications will be addressed during the development of the 2016-2017 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY16 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

#### 16-0427-EX4

#### **AUTHORIZE RENEWAL OF THE CHICAGO VIRTUAL CHARTER SCHOOL AGREEMENT** WITH CONDITIONS

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Authorize renewal of the Chicago Virtual Charter School Agreement (the "Charter School Agreement") with conditions for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

SCHOOL OPERATOR/ Chicago Virtual Charter School

CHARTER SCHOOL: 38 S. Peoria Street

Chicago, Illinois 60607 Phone: 312-267-4486

Contact Person(s): Farland Jenkins, Board Liaison

Elizabeth Roth, Interim Head of School

**OVERSIGHT:** Office of Innovation and Incubation

42 W. Madison, 3rd Floor Chicago, IL 60602 Phone: 773-553-1530

Contact Person: Mary K. Bradley, Executive Director

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 06-0125-EX2) was for a term commencing August 16, 2006 and ending June 30, 2011 and authorized the operation of a charter school serving no more than 600 students in grades K through 8. The charter and Charter School Agreement were subsequently renewed (authorized by Board Report 11-0427-EX11) for a term commencing July 1, 2011 and ending June 30, 2016, serving grades K through 12. The charter and Charter School Agreement were subsequently amended as follows:

Board Report 13-0424-EX2: Approved the increase in the K-8 enrollment of the charter school by 80 to 680 students beginning in the fall of 2013.

CHARTER RENEWAL PROPOSAL: Chicago Virtual Charter School submitted a renewal proposal on October 19, 2015 to continue the operation of Chicago Virtual Charter School. The charter school shall continue to be located at 38 S. Peoria Street, and to serve grades K through 12 with a maximum enrollment of 680 students.

The agreement will incorporate an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of Innovation and Incubation conducted a comprehensive evaluation of Chicago Virtual Charter School's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial performance, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on April 19, 2016 for all contract and charter schools going through renewals to receive public comments, including Chicago Virtual Charter School. The Office of Innovation and Incubation recommends that, based on the school's performance on these and other accountability criteria, as well as the school's demonstration of intent to satisfy the "Additional Terms and Conditions" referred to herein below, Chicago Virtual Charter School be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of Chicago Virtual Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2016 and ending June 30, 2021.

**ADDITIONAL TERMS AND CONDITIONS:** Chicago Virtual Charter School's charter and agreement shall be recommended for renewal with the following conditions to be included in the agreement:

- On or before July 15, 2016, the school must present evidence to the Office of Innovation and Incubation (I&I) of a student application form consistent with state charter law.
- On or before July 15, 2016, the school must submit evidence to I&I of completion of Open Meetings Act (OMA) training for all current board members.
- On or before January 1, 2017, and thereafter every January 1, the school must show evidence to I&I that it is and shall remain in compliance with state and federal requirements governing English Learners as demonstrated on formal compliance reports from Board's Office of Language and Cultural Education (OLCE). Chicago Public Schools has designated OLCE to conduct school visits and make a determination of compliance with state and federal requirements regarding English Learner Programs.
- On or before June 1, 2017, and thereafter every June 1, the school must show evidence to I&I
  that it is and shall remain in compliance with CPS Diverse Learner expectations of timely
  completion of evaluations/Individualized Education Plans (IEPs) and Related Service Provider
  (RSP) service documentation as measured by the Board's Office of Diverse Learners and
  Support Services (ODLSS).
- On or before October 1, 2017, the school must demonstrate to I&I full resolution of facility and ADA issues.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement. Authorize the President and Secretary to execute the written Charter School Agreement. Authorize the Executive Director of the Office of Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Charter School Agreement as required by the Illinois State Board of Education.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2016-2017 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY16 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

#### 16-0427-EX5

## AUTHORIZE RENEWAL OF THE KWAME NKRUMAH ACADEMY CHARTER SCHOOL AGREEMENT WITH CONDITIONS

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Authorize renewal of the Kwame Nkrumah Academy Charter School Agreement (the "Charter School Agreement") with conditions for an additional three-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

SCHOOL OPERATOR: Kwame Nkrumah Academy, Inc.

314 West 108<sup>th</sup> Street Chicago, Illinois 60628 Phone: 773-548-6675

Contact: Dr. Iva Carruthers, Chair, Board of Trustees

CHARTER SCHOOL: Kwame Nkrumah Academy Charter School

314 West 108<sup>th</sup> Street Chicago, Illinois 60628 Phone: 773-568-8000

Contact: Dr. Iva Carruthers, Chair, Board of Trustees

**OVERSIGHT:** Office of Innovation and Incubation

42 W. Madison, 3<sup>rd</sup> Floor Chicago, IL 60602 Phone: 773-553-1530

Contact Person: Mary K. Bradley, Executive Director

**ORIGINAL AGREEMENT**: The original Charter School Agreement (authorized by Board Report 11-0126-EX11) was for a term commencing July 1, 2011 and ending June 30, 2016, and authorized the operation of a charter school serving no more than 421 students in grades K through 8. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 13-0522-EX101: Approved the relocation of the charter school to a CPS facility at 8524 S. Green Street which would be a co-location with Walter Q. Gresham Elementary School beginning in the fall of 2013.
- Board Report 13-0828-EX2: Approved the relocation of the charter school to an independent facility at 314 W. 108<sup>th</sup> Street beginning in the fall of 2013. Noted the rescission at the August 28, 2013 Board Meeting of Board Report 13-0522-EX97 which had authorized the co-location of the charter school with Walter Q. Gresham Elementary School.
- Board Report 14-0924-EX2: Ratified the temporary relocation of the charter school due to exigent circumstances to an independent facility at 1250 W. 119<sup>th</sup> Street from September 8, 2014 until completion of renovations at its permanent facility at 314 W. 108<sup>th</sup> Street which was in the winter of 2014.

CHARTER RENEWAL PROPOSAL: Kwame Nkrumah Academy, Inc. submitted a renewal proposal on October 19, 2015 to continue the operation of Kwame Nkrumah Academy Charter School (Kwame Nkrumah). The charter school shall continue to be located at 314 W. 108th Street, and to serve grades K through 8 with a maximum enrollment of 421 students.

The agreement will incorporate an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of Innovation and Incubation conducted a comprehensive evaluation of Kwame Nkrumah's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial performance, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on April 19, 2016 for all contract and charter schools going through renewals to receive public comments, including Kwame Nkrumah. The Office of Innovation and Incubation recommends that, based on the school's performance on these and other accountability criteria, as well as the school's demonstration of intent to satisfy the "Additional Terms and Conditions" referred to herein below, Kwame Nkrumah be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of the Kwame Nkrumah's charter and agreement is being extended for a three (3) year term commencing July 1, 2016 and ending June 30, 2019.

ADDITIONAL TERMS AND CONDITIONS: Kwame Nkrumah's charter and agreement shall be recommended for renewal with the following conditions to be included in the agreement:

- On or before July 15, 2016, the school must provide evidence to the Office of Innovation and Incubation (I&I) that a Freedom of Information Act (FOIA) officer has been identified and has completed the Attorney General FOIA training.
- On or before July 15, 2016, the school must submit evidence to I&I that all current board members have completed Open Meetings Act (OMA) training.
- On or before July 15, 2016, the school must provide evidence to I&I that an STLS (Students in Temporary Living Situations) liaison and clerk have been identified and trained.
- On or before July 15, 2016, the school must present to I&I a compliant transportation policy consistent with state charter law.
- Starting July 15, 2016, the school must submit to I&I a cash forecast on a monthly basis and also submit accounts payable aging for the previous month.
- On or before June 1, 2017, and thereafter every June 1, the school must show evidence to I&I
  that it is and shall remain in compliance with CPS Diverse Learner expectations of timely
  completion of evaluations/Individualized Education Plans (IEPs) and Related Service Provider
  (RSP) service documentation as measured by the Board's Office of Diverse Learners and
  Support Services.
- On or before October 1, 2017, the school must demonstrate to I&I full resolution of facilities and ADA issues.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement. Authorize the President and Secretary to execute the written Charter School Agreement. Authorize the Executive Director of the Office of innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Charter School Agreement as required by the Illinois State Board of Education.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2016-2017 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY16 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

#### 16-0427-EX6

#### AUTHORIZE RENEWAL OF THE LEARN CHARTER SCHOOL AGREEMENT WITH CONDITIONS

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Authorize renewal of the LEARN Charter School Agreement (the "Charter School Agreement") with conditions for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

SCHOOL OPERATOR: Lawndale Educational and Regional Network Charter School, Inc.

3021 West Carroll Avenue Chicago, IL 60612 Phone: (773) 584-4300 Contact Person: Greg White

CHARTER SCHOOL: LEARN Charter School

3021 West Carroll Avenue Chicago, IL 60612 Phone: (773) 584-4300 Contact Person: Greg White

**OVERSIGHT:** 

Office of Innovation and Incubation 42 W. Madison, 3<sup>rd</sup> Floor

42 W. Madison, 3<sup>rd</sup> Flo Chicago, IL 60602 Phone: 773-553-1530

Contact Person: Mary K. Bradley, Executive Director

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 01-0627-EX7) was for a term commencing July 15, 2001 and ending July 15, 2006 and authorized the operation of a charter school serving no more than 400 students in grades K through 8. The charter and Charter School Agreement were subsequently renewed (authorized by Board Report 06-0222-EX14) for a term commencing July 16, 2006 and ending July 15, 2011, serving no more than 1,125 students. The charter and Charter School Agreement were further renewed (authorized by Board Report 11-0323-EX9) for a term commencing July 16, 2011 and ending June 15, 2016, serving no more than 2,917 students. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 11-1214-EX5: Approved the establishment of a new elementary school campus in the fall of 2012 at a location to be determined and the increase in the overall at capacity enrollment of the charter school by 625 to 3,542 students in the fall of 2012. Also approved the establishment of two new elementary school campuses to open in the fall of 2013 at locations to be determined and the increase in the overall at capacity enrollment of the charter school by 1,250 to 4,792 students in the fall of 2013.
- Board Report 12-0328-EX8: Approved the identification of the independent facility at 3021 W. Carroll as the new location for the 6<sup>th</sup> Campus beginning in fall of 2012 and the Excel Campus beginning in the fall of 2013. Also approved the change in names for the following campuses: from 5<sup>th</sup> Campus to Hunter Perkins Campus, from 6<sup>th</sup> Campus to East Garfield Park Campus, from 3<sup>rd</sup> Campus to Charles and Dorothy Campbell Campus.
- Board Report 12-0822-EX3: Approved the change in start date of the East Garfield Park Campus from the fall of 2012 to the fall of 2013.
- Board Report 13-0424-EX10: Approved the change in start date of the 8<sup>th</sup> Campus from the fall of 2013 to the fall of 2014; the change in name of the East Garfield Park Campus to the Middle School Campus; the restriction of grades offered at the 7<sup>th</sup> Campus and Excel Campus to grades K-5 and at the Middle School Campus to 6-8; identification of the independent facility at 3021 W. Carroll as the location for the 7<sup>th</sup> Campus. Also approved the decrease in the at capacity enrollment at the 7<sup>th</sup> Campus from 625 to 525 students, thereby decreasing the overall at capacity enrollment of the charter school by 100 to 4,692 students.
- Board Report 14-0122-EX6: Ratified the temporary relocation of the Middle School Campus and the 7<sup>th</sup> Campus to 1628 W. Washington Boulevard from September 25, 2013 to December 23, 2013. Also approved the temporary relocation of the Excel Campus to 751 S. Sacramento from September 23, 2013 to December 20, 2013. All three campuses had returned to their permanent location at the independent facility at 3021 W. Carroll as of January 8, 2014.

The charter and Charter School Agreement were amended and restated to approve the change in grade structure at the Charles and Dorothy Campbell Campus from grades K-8 to K-5 beginning in the fall of 2014 (Board Report 14-0528-EX7). This Board Report also approved the change in the start date of the 8<sup>th</sup> Campus from the fall of 2014 to the fall of 2015.

 Board Report 15-0527-EX16: Approved the rescission of the authority to open the 8<sup>th</sup> Campus in the fall of 2015 due to no site identification.

**CHARTER RENEWAL PROPOSAL:** Lawndale Educational and Regional Network Charter School, Inc. submitted a renewal proposal on October 19, 2015 to continue the operation of LEARN Charter School under a unified mission.

Also, in January 2016, Lawndale Educational and Regional Network Charter School, Inc. submitted a material modification to increase the at capacity enrollment of the Romano Butler Campus by 120 students as well as increase the at capacity enrollment of the Hunter Perkins Campus by 119 students beginning in the fall of 2016. Since the charter operator does not meet the Charter School Quality Policy criteria for expanding its campuses by more than 10% of the campus' enrollment, the Office of Innovation and Incubation will only authorize (a) an increase in the at capacity enrollment of the Romano Butler Campus by 60 to 660 students and (b) an increase in the at capacity enrollment of the Hunter Perkins Campus by 59 to 655 students beginning in the fall of 2016.

The charter operator also proposed to build an annex to add additional space to its Hunter Perkins Campus at 83<sup>rd</sup> Street and Paulina Street in the fall of 2017. The charter operator shall submit written communications to the CEO or his designee on the exact address of the annex no later than 6 months prior to the start of the 2017-2018 school year. This Board approval of the annex is contingent upon the subsequent approval of the facility by the CPS Facility Department which shall include, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for that site.

As a result, the charter school shall continue to serve grades K through 8 with a maximum enrollment of 4,186 students.

A public hearing on the proposed increases was held on Tuesday, April 19, 2016. The hearing was recorded and a summary report is available for review

If Lawndale Educational and Regional Network Charter School, Inc. is authorized to operate a pre-kindergarten program in the same building as the charter school, the children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the Charter School Agreement. To the extent the Board provides funding for the pre-kindergarten program, that program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and Lawndale Educational and Regional Network Charter School, Inc. for the operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract.

The agreement will incorporate an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

Campus Name	Year Opened	Address	At Capacity Grades	2015-2016 Enrollment	At Capacity Enrollment
Romano Butler	2001	1132 S. Homan	K-8	622	660
Excel	2008	3021 W. Carroll	K-5	436	525
Charles and Dorothy Campbell	2009	212 S. Francisco	K-5	453	600
South Chicago	2010	8914 S. Buffalo	K-8	497	596
Hunter Perkins	2011	1700 W. 83 <sup>rd</sup> Street and 83 <sup>rd</sup> Street and Paulina Street (Annex)(beginning in fall of 2017)	K-8	495	655
Middle School	2013	3021 W. Carroll	6-8	242	625
7 <sup>th</sup>	2013	3021 W. Carroll	K-5	353	525

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of Innovation and Incubation conducted a comprehensive evaluation of LEARN Charter School's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial performance, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on April 19, 2016 for all contract and charter schools going through renewals to receive public comments, including LEARN Charter School. The Office of Innovation and Incubation recommends that, based on the school's performance on these and other accountability criteria, as well as the school's demonstration of intent to satisfy the "Additional Terms and Conditions" referred to herein below, LEARN Charter School be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of LEARN Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2016 and ending June 30, 2021.

**ADDITIONAL TERMS AND CONDITIONS:** LEARN Charter School's charter and agreement shall be recommended for renewal with the following conditions to be included in the agreement:

- On or before July 15, 2016, the school must provide evidence to the Office of Innovation and Incubation (I&I) of a compliant transportation policy consistent with state charter law.
- On or before July 15, 2016, the school must provide evidence to I&I of a compliant lottery policy
  consistent with the state charter law.
- On or before July 15, 2016, the school must provide evidence to I&I that all current board members have completed Open Meetings Act (OMA) training expectations.
- On or before January 1, 2017, and thereafter every January 1, the school must show evidence to
  I&I that it is and shall remain in compliance with state and federal requirements governing English
  Learners as demonstrated on formal compliance reports from the Board's Office of Language and
  Cultural Education (OLCE). Chicago Public Schools has designated OLCE to conduct school
  visits and make a determination of compliance with state and federal requirements regarding
  English Learner Programs.

- On or before June 1, 2017, and thereafter every June 1, the school must show evidence to I&I
  that it is and shall remain in compliance with CPS Diverse Learner expectations of timely
  completion of evaluations/Individualized Education Plans (IEPs) and Related Service Provider
  (RSP) service documentation as measured by the Board's Office of Diverse Learner and Support
  Services (ODLSS).
- On or before October 1, 2017, the school must demonstrate to I&I full resolution of facilities and ADA issues.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement. Authorize the President and Secretary to execute the written Charter School Agreement. Authorize the Executive Director of the Office of Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Charter School Agreement as required by the Illinois State Board of Education.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2016-2017 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY16 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

#### 16-0427-EX7

# AUTHORIZE RENEWAL AGREEMENT WITH BANNER LEARNING CORP. – CHICAGO WITH CONDITIONS FOR ALTERNATIVE LEARNING OPPORTUNITIES PROGRAM SERVICES

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Authorize renewal agreement with Banner Learning Corp. - Chicago with conditions for Alternative Learning Opportunities Program (ALOP) Services for an additional two-year period. A new agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed by the Board and the provider within 120 days of the date of this Board Report. Information pertinent to this renewal is stated below.

PROVIDER:

Banner Learning Corp. - Chicago, an IL not-for-profit corporation

10136 S. Utica Avenue Evergreen Park, Illinois 60805

Contact Person: Eric Carlton, President

**OVERSIGHT:** 

Office of Innovation and Incubation

42 W. Madison, 3<sup>rd</sup> Floor Chicago, IL 60602 Phone: 773-553-1530

Phone: (773) 934-2328

Contact Person: Mary K. Bradley, Executive Director

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report, 13-0527-EX27-1) was for a term commencing July 1, 2013 and ending June 30, 2016 and authorized the provider to provide ALOP services pursuant to Section 13B of the Illinois School Code (105 ILCS 5/13B-1 et seq.). In June 2012, the CEO made available the Call for Quality Schools to solicit responses from parties interested in providing a range of new alternative option school and program proposals, including proposals for ALOP services. An ALOP proposal was submitted by provider in response to the Call for Quality Schools. The proposal was evaluated using the criteria and standards set forth in the Call for Quality Schools and on January 23, 2013, the Board provided contingent approval of this proposal (Board Report 13-0123-EX2).

**ALOP RENEWAL PROPOSAL:** On October 19, 2015, Banner Learning Corp. – Chicago submitted a renewal proposal to continue the operation of its Alternative Learning Opportunity Program pursuant to Paragraph 11 of its Alternative Learning Opportunities Program Agreement.

ALOP EVALUATION: After receiving the ALOP renewal proposal, the Office of Innovation and Incubation conducted a comprehensive evaluation of the Alternative Learning Opportunity Program academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial performance, governance documents, parental issues, facilities surveys, special education documents. The Office of Innovation and Incubation recommends that, based on the school's performance on these and other accountability criteria, as well as the ALOP demonstration of the intent to satisfy the "Additional Terms and Conditions" referred to herein below, Banner Learning Corp. — Chicago, be authorized to continue operating its Alternative Learning Opportunity Program. A public hearing was held on Tuesday, April 19, 2016 to receive public comments. The hearing was recorded and a summary report is available for review.

**RENEWAL TERM:** The term of the agreement is being extended and renewed for two (2) years commencing July 1, 2016 and ending June 30, 2018.

**ADDITIONAL TERMS AND CONDITIONS:** Banner's agreement shall be recommended for extension and renewal with the following conditions to be included in the agreement:

- On or before July 15, 2016, the program must submit evidence to the Office of Innovation and Incubation (I&I) of a revised admission/enrollment policy consistent with the CPS enrollment policy.
- On or before June 1, 2017, and thereafter every June 1, the program must show evidence to l&l
  that it is and shall remain in compliance with CPS Diverse Learner expectations of timely
  completion of evaluations/IEPs and RSP service documentation as measured by the Board's
  Office of Diverse Learner and Support Services.
- On or before October 1, 2017, the program must demonstrate to I&I full resolution of facility and ADA issues identified in the Wallin/Gomez Architects, Ltd. report dated October 21, 2015.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the written agreement.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

**FINANCIAL:** The financial implications will be addressed during the development of the 2016-2017 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY16 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

# **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

## 16-0427-EX8

# AUTHORIZE RENEWAL OF THE COMMUNITY SERVICES WEST CAREER ACADEMY AGREEMENT WITH CONDITIONS

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Authorize renewal of the Community Service West Career Academy Agreement (the "Contract School Agreement") with conditions for an additional three-year period. A new Contract School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Contract School Agreement is not executed by the Board and the school operator within 120 days of the date of this Board Report. Information pertinent to this renewal is stated below.

SCHOOL OPERATOR/ Community Services West Career Academy, an IL not-for-profit corporation

CONTRACT SCHOOL: 180 N. Wabash Avenue, Suite 800

Chicago, Illinois 60601 Phone: (312) 809-3511

Contact Person: Bertha Buchanan, Principal

**OVERSIGHT:** 

Office of Innovation and Incubation 42 W. Madison, 3<sup>rd</sup> Floor

42 W. Madison, 3<sup>rd</sup> I Chicago, IL 60602 (773) 553-1530

Contact Person: Mary K. Bradley, Executive Director

ORIGINAL AGREEMENT: The original Contract School Agreement (authorized by 07-1114-EX3) was for a term commencing September 1, 2008 and ending August 31, 2013 and authorized the operation of an alternative contract school serving youth 16 to 21 years of age in grades 11 and 12 at a maximum enrollment of 200 students pursuant to 105 ILCS 5/34-18(30), as amended. The contract school was designated as an Alternative School pursuant to 105 ILCS 5/34-2.4b. The Contract School Agreement was subsequently renewed for a term commencing September 1, 2013 and ending June 30, 2016 (authorized by Board Report 13-0227-EX13). The Contract School Agreement was subsequently amended as follows:

 Board Report 15-0128-EX2: Approved the assignment and assumption of the Contract School Agreement with Community Services West to Community Services West Career Academy, and the change in location of the contract school from 1239 S. Pulaski Road to the independent facility at 180 N. Wabash, Suite 800, beginning in the fall of 2015.

**CONTRACT RENEWAL PROPOSAL:** Community Services West Career Academy (CSWCA) submitted a renewal proposal on October 19, 2015, to continue the operation of CSWCA, a career preparatory academy with a special focus on culinary arts. The contract school shall continue to be designated as an Alternative School pursuant to 105 ILCS 5/34-2.4b and to serve youth 16 to 21 years of age in grades 11 and 12 with a maximum enrollment of 200 students. The contract school shall continue to be located at 180 N. Wabash Avenue, Suite 800.

The agreement will incorporate an accountability plan in which the contract school is evaluated by the Board each year based on numerous factors related to academic, financial and operational performance.

CONTRACT SCHOOL EVALUATION: After receiving the contract renewal proposal, the Office of Innovation and Incubation conducted a comprehensive evaluation of CSWCA's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial performance, governance documents, parental issues, facilities surveys, and special education documents. A public hearing was held on April 19, 2016 for all contract and charter schools going through renewals to receive public comments, including CSWCA. The Office of Innovation and Incubation recommends that, based on the school's performance on these and other accountability criteria, as well as the school's demonstration of intent to satisfy the "Additional Terms and Conditions" referred to herein below, CSWCA be authorized to continue operating as a contract school.

**RENEWAL TERM:** The term of the Contract School Agreement is being extended for three (3) year term commencing July 1, 2016 and ending June 30, 2019.

ADDITIONAL TERMS AND CONDITIONS: CSWCA's agreement shall be recommended for renewal with the following conditions to be included in the agreement:

- On or before July 15, 2016, the school must submit evidence to the Office of Innovation and Incubation (I&I) of revised admissions/enrollment forms consistent with CPS requirements.
- On or before July 15, 2016, the school must submit evidence to 1&I of a revised transportation
  policy that remains in compliance with state guidelines.
- On or before July 15, 2016, the school must provide evidence to I&I affirming that:
  - its board's membership complies with its adopted by-laws and is free of persons employed by the school;
  - o all board members have completed Attorney General Open Meetings Act (OMA) training;
  - all Board members have completed Attorney General Freedom of Information Act (FOIA) training; and
  - its board has adopted compliant policies regarding conflict of interest, board meeting attendance, and closed meeting procedures.
- On or before July 15, 2016, and thereafter every July 1, the school must submit to I&I evidence to demonstrate financial viability including, but not limited to:
  - o an annual budget or the upcoming fiscal year, and
  - a performance and payment bond filed with the Board using a responsible surety company that meets the surety qualification requirements of the Board.

- On or before June 1, 2017, and thereafter every June 1, the school must show evidence to I&I
  that it is and shall remain in compliance with CPS Diverse Learner expectations of timely
  completion of evaluations/IEPs and RSP service documentation as measured by the Board's
  Office of Diverse Learner and Support Services.
- On or before October 1, 2017, the school must demonstrate to I&I full resolution of facility and ADA issues.

**COMPENSATION:** CSWCA will continue to be paid on a per-pupil basis for the operation of the contract school.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the school operator, in the written Contract School Agreement. Authorize the President and Secretary to execute the written Contract School Agreement.

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2016-2017 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY16 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

PERSONNEL IMPLICATIONS: As a contract school, CSWCA will continue to employ its own principal, teachers and staff.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

# 16-0427-EX9

AMEND BOARD REPORT 15-0527-EX27

AMEND BOARD REPORT 14-0723-EX4

AMEND BOARD REPORT 14-0528-EX16

AMEND BOARD REPORT 13-0724-EX3

AMEND BOARD REPORT 13-0522-EX3

APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS PROVIDERS FOR ALTERNATIVE LEARNING OPPORTUNITIES PROGRAM SERVICES

# THE CHIEF EXECUTIVE INNOVATION AND INCUBATION OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve entering into agreements with the providers listed below for Alternative Learning Opportunities Program (ALOP) Services. Written agreements for services are being negotiated. No services shall be provided by any provider and no payment shall be made to any provider prior to the execution of such provider's written agreement. The authority granted herein shall automatically rescind as to each provider in the event a written agreement for such provider is not executed within 120 days of the date of this amended Board Report. Information pertinent to these agreements is stated below.

This July 2013 amendment is necessary to add an additional ALOP provider, Prologue Inc., and increase the number of ALOP seats.

This May 2014 amendment is necessary to (a) increase the student enrollment at the existing campuses for Banner Learning Corp., Ombudsman Educational Services, Ltd and Edison Learning, Inc., (b) include additional campuses for Ombudsman Educational Services, Ltd, Edison Learning, Inc. and Pathways in Education - Illinois, Inc. opening in the fall of 2014 with the corresponding increases in student enrollment for those providers, and (c) authorize the disbursement of one-time incubation and startup funds to Ombudsman Education Services, Ltd, Edison Learning, Inc. and Pathways in Education – Illinois, Inc. for their additional campuses opening in the fall of 2014. The authority granted herein shall automatically rescind as to each provider in the event a written amendment to the agreement for such provider is not executed within 120 days of the date of this amended Board Report.

This July 2014 amendment is necessary to (a) delay the start dates for the additional campus for Ombudsman Educational Services, Ltd and one of the additional campuses for Edison Learning, Inc. from the fall of 2014 to the second semester of the 2014-2015 school year, and (b) permit Ombudsman Educational Services, Ltd to serve its additional 400 students at its current campuses until the opening of the new campus in the second semester of the 2014-2015 school year. The authority granted herein shall automatically rescind as to each provider in the event a written amendment to the agreement for such provider is not executed within 120 days of the date of this amended Board Report.

This May 2015 amendment is necessary to (a) delay the start date for the additional campus for Edison Learning, Inc. from the 2014-2015 school year to the 2015-2016 school year and (b) delay the corresponding authorization of the disbursement of one-time incubation and startup funds to such provider for its additional campus until sfacility has been approved by the CPS Facilities Department. The authority granted herein shall automatically rescind in the event a written amendment to the agreement for such provider is not executed within 90 days of the date of this amended Board Report.

This May 2015 amendment is also necessary to (c) delay the start dates for the additional campuses for Ombudsman Educational Services, Ltd and Pathways in Education-Illinois, Inc. from the 2014-2015 school year to the 2016-2017 school year and (d) delay the corresponding authorization of the disbursement of one-time incubation and startup funds to such providers for their additional campuses until the fall of 2016 contingent upon sites being been identified by the providers and approved by the CPS Facilities Department. The authority granted herein shall automatically rescind as to each provider in the event a written amendment to the agreement for such provider is not executed by August 24, 2016.

This April 2016 amendment is necessary to rescind the authority to (a) open additional campuses for Ombudsman Educational Services, Ltd and Pathways in Education-Illinois, Inc. for the 2016-2017 school year, (b) approve the corresponding increase in enrollment for those campuses, thereby decreasing the student enrollment for such providers, and (c) disburse one-time incubation and startup funds to such providers for their additional campuses for the fall of 2016. The authority granted herein shall automatically rescind as to each provider in the event a written amendment for such provider is not executed within 120 days of the date of this amended Board Report.

#### PROVIDERS:

Banner Learning Corp. - Chicago

1243 S. Wabash Avenue, Suite 503 10136 S. Utica Avenue,

Chicago Evergreen Park, Illinois 60605805 Contact Name: Eric Carlton, President

Contact Phone: 773-934-2328

Pathways in Education - Illinois, Inc. 320 N. Halstead Street, Ste. 210 Pasadena, California 91107 Contact Name: Jamie Hall, President Contact Phone: 626-204-2550

Edison Learning, Inc. 900 S. Gay, Suite 1000 Knoxville, Tennessee 37902

Contact Name: Chris Wilberding, Vice President Operations -

Alternative Education Solutions Contact Phone: 201-630-2861

Ombudsman Educational Services, Ltd 1585 N. Milwaukee Ave., Suite 2 Libertyville, Illinois 60048

Contact Name: Mark Claypool, President & CEO

Contact Phone: 615-361-4000

Prologue Inc. 1135 N. Cleaver Chicago, IL 60642

Contract Name: Dr. Nancy Jackson, Executive Director

Contact Phone: 773-935-9925

#### OVERSIGHT:

Office of Innovation and Incubation 42 W. Madison Street, 3<sup>rd</sup> Floor

Chicago, IL 60602

Contact Name: Jack Elsey, Chief Innovation and Incubation Officer,

Mary K. Bradley, Executive Director

Contact Phone: 773-553-1530

ALOP PROPOSALS: In June 2012, the CEO made available the Call for Quality Schools to solicit responses from parties interested in providing a range of new alternative option school and program proposals, including proposals for ALOP services. ALOP proposals were submitted by Banner Learning Corp., Pathways in Education - Illinois, Inc. and Edison Learning, Inc. in response to the Call for Quality Schools. The proposals were evaluated using the criteria and standards set forth in the Call for Quality Schools and on January 23, 2013, the Board provided contingent

approval of these proposals (Board Report 13-0123-EX2). In addition, to create additional capacity to serve out-of-school and at-risk students, the CEO made available a Request for Proposals for New Options in January 2013 to solicit additional proposals for alternative options schools and programs. As a result, ALOP proposals were submitted by Ombudsman Educational Services, Ltd and Prologue Inc. and evaluated using the criteria and standards set forth in the RFP.

In January and February 2014, four of the five providers submitted material modifications to (a) increase the student enrollment at the existing campuses for Banner Learning Corp., Ombudsman Educational Services, Ltd and Edison Learning, Inc. and (b) include additional campuses for Ombudsman Educational Services, Ltd, Edison Learning, Inc. and Pathways in Education - Illinois, Inc. opening in the fall of 2014 with corresponding increases in student enrollment for those three providers.

In June 2014, the Office of Innovation and Incubation (I&I) was notified that there would be a delay in the start dates for the additional campus for Ombudsman Educational Services, Ltd and one of the additional campuses for Edison Learning, Inc. from the fall of 2014 to the second semester of the 2014-2015 school year. Ombudsman Educational Services, Ltd also requested to serve its additional 400 students at its current campuses until the opening of its new campus in the second semester of the 2014-2015 school year.

In February 2015, Edison Learning, Inc. submitted a material modification to delay the start date for its additional campus from the 2014-2015 school year to the 2015-2016 school year and identified a viable permanent facility for its additional campus. I&I is approving the request to delay the opening of that campus until the 2015-2016 school year contingent upon the approval of the facility by the CPS Facility Department.

In May 2015, Ombudsman Educational Services, Ltd submitted a material modification to delay the start date for its additional campus from the 2014-2015 school year to the 2016-2017 school year. I&I is approving the request to delay contingent upon Ombudsman Educational Services. Ltd identifying a viable permanent facility for their additional campus and the approval of the facility by the CPS Facility Department.

Pathways in Education-Illinois, Inc. submitted a material modification to delay the start date for its additional campus from the 2014-2015 school year to the 2015-2016 school year. I&I denied the delay to the 2015-2016 school year due to lack of facility readiness. However, I&I is approving Pathways in Education-Illinois, Inc. to delay the start date for its additional campus until the 2016-2017 year contingent upon Pathways in Education-Illinois, Inc. identifying a viable permanent facility for its additional campus and the approval of the facility by the CPS Facility Department.

A public hearing on those proposed changes was held on May 21, 2015. The hearing was recorded and a summary report is available for review.

In January 2016 I&I received written notification from Pathways in Education-Illinois, Inc. that it no longer intended to open an additional campus in the fall of 2016, thereby decreasing the total enrollment of Pathways in Education – Illinois, Inc. from 1,200 students to 900 students for the 2016-2017 school year. The authority for Pathways in Education-Illinois, Inc. to open this campus in the fall of 2016 shall be rescinded.

This April 2016 amendment is also necessary to rescind the authority for Ombudsman Educational Services, Ltd to open an additional campus in the fall of 2016 as the site for this campus has not been identified. As a result, the total enrollment for Ombudsman Educational Services, Ltd shall decrease from 1,600 students to 1,250 students for the 2016-2017 school year.

A public hearing on those proposed changes was held on Tuesday, April 19, 2016. The hearing was recorded and a summary report is available for review.

**TERM:** The term of the agreement with Banner Learning Corp. shall commence July 1, 2013 and end June 30, 2016, unless terminated earlier by the Board. The terms of the agreements with Pathways in Education – Illinois, Inc., Edison Learning, Inc., and Ombudsman Educational Services, Ltd shall commence July 1, 2013 and end June 30, 2018, unless terminated earlier by the Board. The term of the agreement with Prologue Inc. shall commence August 1, 2013 and end June 30, 2016, unless terminated earlier by the Board.

PROGRAM SERVICES: Providers shall provide the following ALOP services pursuant to Section 13B of the Illinois School Code (105 ILCS 5/13B-1 et seq.): High quality, comprehensive education program services for middle and high school aged youth who have been out-of-school, are significantly off-track for graduation, are chronically truant or are otherwise at-risk for academic failure. The providers will deliver a rigorous academic program that complies with CPS and state graduation and promotion requirements and is fully aligned to IL standards but is also tailored to meet the needs of individual students. Personalized learning plans, comprehensive social-emotional supports, and intensive post-secondary planning will be provided to all ALOP students.

Providers will be approved to serve the following number of students for the term of each of their agreements: Banner Learning Corp. (up to 300 students), Pathways in Education – Illinois, Inc. (up to 1,200900 students), Edison Learning, Inc. (up to 1,000 students), Ombudsman Educational Services, Ltd (up to 1,609250 students), and Prologue Inc. (up to 240 students at the Winnie Mandela campus).

At a minimum, the agreements will address the requirements of the ALOP statute and regulations and student academic outcomes, and will also reflect resolution of any and all outstanding issues between the Board and the providers including, but not limited to, enrollment, funding; educational program, financial controls and practices, academic accountability and evaluations.

CONTINGENT APPROVAL: I&I will send a formal Letter of Conditions to Pathways in Education-Illinois, Inc. and Ombudsman Educational Services, Ltd stating that Pathways in Education-Illinois, Inc. and Ombudsman Educational Services, Ltd will need to submit information for their viable permanent facilities for their additional campuses by a date to be determined by the interim CEO or his designee in order to open those campuses for the 2016-2017 school year.

In January 2016, I&I received written notice from Pathways in Education-Illinois, Inc. that it no longer intended to open an additional campus for the 2016-2017 school year.

In January 2016, Ombudsman Educational Services, Ltd submitted an application to request a delay in opening its additional campus to the 2017-2018 school year.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreements and amendments. Authorize the President and Secretary to execute the written agreements and amendments. Authorize the Chief-Executive Director of Innovation and Incubation Officer to execute all ancillary documents required to administer or effectuate the written agreements. Authorize the Chief-Executive Director of Innovation and Incubation Officer to execute any documents related to the disbursement of the one-time incubation and startup funds for the additional campuses opening in the 2014-2015, 2015-2016 and 2016-2017 school years.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

**INCUBATION:** Upon the final approval of this amended Board Report and the submission of each of their respective Incubation Budget Plans by Edison Learning, Inc. and Pathways in Education – Illinois, Inc., the Board will disburse an amount not to exceed \$160,000 in incubation funding for each additional campus opening in the 2014 – 2015 school year, 2 campuses for Edison Learning, Inc., and 1 campus for Pathways in Education – Illinois, Inc.). The use of the funding will be outlined by the Office of Innovation and Incubation.

Upon the final approval of this amended Board Report and the submission of each of their respective Incubation Budget Plans by Edison Learning, Inc., Pathways in Education – Illinois, Inc. and Ombudsman Educational Services, Ltd, the Board will disburse an amount not to exceed \$152,000 in incubation funding for each of their additional campus openings in the 2015 – 2016 (Edison) and 2016-2017 (Ombudsman Educational & Pathways) school years. The use of the funding will be outlined by the Office of Innovation and Incubation. Incubation funds are no longer provided for Pathways in Education – Illinois, Inc. and Ombudsman Educational Services, Ltd. since authority has been rescinded for their respective campuses to open in the 2016-2017 school year.

**STARTUP FUNDING:** Upon the execution of each of the amendments to the respective agreements with Edison Learning, Inc. and Pathways in Education – Illinois, Inc., the Board will disburse a total amount not to exceed the following in startup funding for additional campuses opening in the 2014 – 2015 school year: (a) \$449,179 per campus, for a total of \$898,358 for 2 Edison campuses, and (b) \$555,979 per campus for 1 Pathways campus. The use of the funding will be outlined by the Office of Innovation and Incubation.

Upon the execution of each of the amendments to the respective agreements with Edison Learning, Inc., Pathways in Education – Illinois, Inc. and Ombudsman Educational Services, Ltd, the Board will disburse a total amount not to exceed the following in startup funding for these additional campuses: (a) \$525,500 for 1 Edison Learning campus for the 2015 – 2016 school year, (b) \$627,750 for 1 Pathways in Education campus for the 2016 – 2017 school year, and (c) \$577,000 for 1 Ombudsman campus for the 2016 – 2017 school year. The use of the funding will be outlined by the Office of Innovation and Incubation. Startup funds are no longer provided for Pathways in Education – Illinois, Inc. and Ombudsman Educational Services, Ltd. since authority has been rescinded for their respective campuses to open in the 2016-2017 school year.

**FINANCIAL:** Funding for the program services will be consistent with per pupil funding models used by the Board for charter and contract high schools. The details of the financial implications will be addressed during the development of the 2015-2016 and 2016-2017 fiscal year budgets. Since the School Code of Illinois prohibits the incurring of any liability unless appropriation has been previously made, expenditures beyond FY1516 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

This board report proposes to increase the current level of ALOP seats by 1,725 for a total of 4,340 seats. We estimate that roughly 50% of students in ALOP programs are recovered students who had previously dropped out, rather than transfers from other district schools, and therefore increase the overall enrollment of the district.

## **GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 2006 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time shall be incorporated into and made a part of the agreement.

# 16-0427-EX10

AMEND AND RATIFY BOARD REPORT 15-1216-EX2

AMEND BOARD REPORT 15-0527-EX22

AMEND BOARD REPORT 14-1022-EX4

AMEND BOARD REPORT 12-0328-EX11

APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH CHICAGO CHARTER SCHOOL FOUNDATION

(CHICAGO INTERNATIONAL CHARTER SCHOOL)

## THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with Chicago Charter School Foundation for an additional 5-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This October 2014 amendment is necessary to (a) ratify the authorization for Chicago Charter School Foundation to change the educational management organization for Chicago International Charter School - Irving Park Campus from Victory Educational Partners to Distinctive Schools, effective July 1, 2013, and (b) to correct the at capacity enrollment listed in the board report for the Chicago International Charter School - Ralph Ellison Campus from 630 to 570 students, thus decreasing the overall at capacity enrollment of the charter school from 10,111 to 10,051 students.

This October 2014 amendment is also necessary to approve an increase in the at capacity enrollment at the Chicago International Charter School - Northtown Campus by 50 students to 900 students which will increase the overall at capacity enrollment at the charter school to 10,101 students beginning in the spring of 2015. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report.

This May 2015 amendment is necessary to ratify the authorization for Chicago Charter School Foundation to change the education management organization for the following campuses of Chicago International Charter School from Edison Schools Inc. to Charter Schools USA, effective July 1, 2012: Larry Hawkins Campus, Lloyd Bond Campus, Longwood Campus and Loomis Primary Campus.

This May 2015 amendment is also necessary to correct the at capacity enrollment listed in the board report for the Chicago International Charter School – Ralph Ellison Campus from 570 to 630 students, thus increasing the overall at capacity enrollment of the charter school from 10,101 to 10,161 students. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report.

This <u>DecemberNovember</u> 2015 amendment is necessary to (a) revoke the Chicago International Charter School - Larry Hawkins Campus at the end of the 2015-2016 school year for the reasons set forth below, (b) authorize an amendment to the Charter School Agreement with respect to that campus revocation, and (c) authorize a campus wind down agreement for the Larry Hawkins Campus. Chicago Charter School Foundation shall wind down and cease operations of its Larry Hawkins Campus. After the revocation of that campus, the overall at capacity enrollment for the charter school shall decrease to 9,261 students by the fall of 2016.

This April 2016 amendment is necessary to ratify the authorization for Chicago Charter School Foundation to change the education management organization for the following campuses of Chicago International Charter School from Victory to ReGeneration Schools, effective January 1, 2016: Avalon/South Shore Campus, Basil Campus and Washington Park Campus.

This April 2016 amendment is also necessary to change the student enrollment capacity for Chicago International Charter School from the individual campus-level to the network-level beginning in the fall of 2016. The overall network-level at capacity enrollment of the charter school will remain unchanged at 9,261 students. The charter school can change student enrollment between campuses based on parameters as may be set forth in the amendment so long as the overall network-level at capacity enrollment of the charter school does not change. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report.

SCHOOL OPERATOR: Chicago Charter School Foundation

11 E. Adams Street, Suite 600

Chicago, Illinois 60603 (312 651-5000

Contact Person: Mike Bower, Interim CEO

CHARTER SCHOOL: Chicago International Charter School (CICS)

11 E. Adams Street, Suite 600

Chicago, Illinois 60603 (312) 651-5000

Contact Person: Mike Bower, Interim CEO

**OVERSIGHT:** 

Office of Innovation and Incubation 42 West Madison Street, 3<sup>rd</sup> Floor

Chicago, IL 60602 (773) 553-1530

Contact Person: Elizabeth Kirby, Chief of School Strategy and Planning

Mary K. Bradley, Executive Director

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 97-0122-EX4 as amended by Board Report 00-0223-EX3) is for a term commencing July 1, 1997 and ending June 30, 2002 and authorized CCSF to operate four campuses with a total enrollment of 5,000. The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2002 and ending June 30, 2007 (authorized by Board Report 01-1219-EX2). The charter and Charter School Agreement were further renewed for a term commencing July 1, 2007 and ending June 30, 2012 (authorized by Board Report 07-0523-EX5). The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 07-0822-EX10: Approved the address change of the CICS Ralph Ellison Campus from 8001 S. Honore to 1547 W. 95th Street and the name change of the CICS -Avondale Campus located at 3820 N. Spaulding to CICS - Irving Park Campus.
- Board Report 07-1024-EX6: Approved the establishment of a new campus in the fall of 2008 to be located at 9535 South Throop Street and the increase of the at capacity enrollment by 520 to 8,167.
- Board Report 07-1219-EX3: Approved an address correction for the CICS Irving Park Campus from 3834 N. Spaulding to 3820 N. Spaulding.
- Board Report 08-0123-EX3: Approved the address change of the CICS- Ralph Ellison Campus from 1547 W. 95th Street to the permanent address of 8001 S. Honore.
- Board Report 08-0602-EX3: Approved the correct contact information for the Chicago Charter School Foundation; the correct addresses of the CICS Friesse Campus, CICS Ralph Ellison Campus and CICS Washington Park Campus; the correct year when the CICS Longwood Campus and CICS Washington Park Campus opened; the change in grade structures for the CICS Longwood Campus and CICS Friesse Campus; the increase of the at capacity enrollment for the CICS Ralph Ellison Campus; the correction of the at capacity enrollments for 7 campuses; and the change of the overall at capacity enrollment for the whole charter school from 8,167 to 8,000.
- Board Report 08-1022-EX12: Approved the establishment of a new campus in the fall of 2009 to be located at 13300 S. Langley, the increase of the overall at capacity enrollment by 350 to 8,350 students, the change of the name of the CICS - Friesse Campus to the CICS - Loomis Primary Campus, and the clarification of the relationship of any prekindergarten program to the charter school.
- Board Report 09-0826-EX9: Approved the name change of the CICS Altgeld Gardens Campus to the CICS - Lloyd Bond Campus.
- Board Report 09-1216-EX4: Approved the establishment of a new campus in the fall of 2010 to be located at 801 E. 133m Place and the increase of the at capacity enrollment at the charter school by 900 to 9,250 students.
- Board Report 10-0324-EX3: Approved the name change of the CICS Carver Campus to the CICS - Larry Hawkins Campus, the change of grade structure at the CICS - Larry Hawkins Campus from 6 through 12 to 7 through 12, and the change of grade structure at the CICS - Lloyd Bond Campus from K through 8 to K through 6.

The charter and Charter School Agreement were amended and restated to approve the following:

 the decrease of the at capacity enrollment at the CICS - Ralph Ellison Campus by 30 students to a new at capacity enrollment of 570 students and the increase of the at capacity enrollment at the CICS - Bucktown Campus by 30 students to a new at capacity enrollment of 670 students (Board Report 10-1027-EX15); and the establishment of one new campus to open in the fall of 2011 at 1443 N.
 Ogden and the increase in the overall at capacity enrollment of the charter school by 801 to 10,051 students in the fall of 2011 (Board Report 11-0126-EX10).

CHARTER RENEWAL PROPOSAL: The Chicago Charter School Foundation submitted a renewal proposal on September 1, 2011, to continue the Chicago International Charter School under a unified mission, using ChicagoQuest, Civitas, Edison Schools Inc, Distinctive Schools and Victory for comprehensive school management services.

In January 2012, the Chicago Charter School Foundation submitted a material modification to increase the enrollment at the CICS-Ralph Ellison Campus, raising the at capacity enrollment to 630 students. As a result, the charter school shall serve grades Kindergarten through 12 with a maximum enrollment of 10.111 students.

The agreement incorporates an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to academic, financial and operational performance.

In June 2013, Chicago Charter School Foundation submitted notification to the Office of Innovation and Incubation that the educational management organization for Chicago International Charter School - Irving Park Campus would change from Victory Educational Partners to Distinctive Schools beginning July 1, 2013.

The Office of Innovation and Incubation realized that it needed to correct the at capacity enrollment listed in the board report for the Chicago International Charter School – Ralph Ellison Campus from 630 to 570 students, thus decreasing the overall at capacity enrollment of the charter school from 10,111 to 10,051 students.

In February 2014, Chicago Charter School Foundation submitted a material modification to increase the at capacity enrollment at the Chicago International Charter School - Northtown Campus by 50 students to 900 students which will increase the overall at capacity enrollment at the charter school to 10,101 students beginning in the spring of 2015. A public hearing on the proposed change was held on Tuesday, October 7, 2014. The hearing was recorded and a summary report is available for review.

In January 2015, Chicago Charter School Foundation submitted notification to the Office of Innovation and Incubation that the educational management organization for the following campuses of Chicago International Charter School changed from Edison Schools Inc. to Charter Schools USA, effective July 1, 2012: Larry Hawkins Campus, Lloyd Bond Campus, Longwood Campus and Loomis Primary Campus.

The Office of Innovation and Incubation realized that it needed to correct the at capacity enrollment listed in the board report again for the Chicago International Charter School – Ralph Ellison Campus from 570 to 630 students, thus increasing the overall at capacity enrollment of the charter school from 10,101 to 10.161 students.

In early November 2015, the CEO provided written notice to Chicago Charter School Foundation that he intended to recommend to the Board the revocation of the Chicago International Charter School - Larry Hawkins Campus at the end of the 2015-2016 school year due to the following reasons:

Section 27A-9(c)(2) of the Illinois Charter Schools Law states that a charter may be revoked if it fails to "meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in the charter". Furthermore, Section 27A-9(c)(4) of the Illinois Charter Schools Law states that, after being notified of the reason for revocation, the charter school must submit a written plan for remediation and the plan for remediation will be reviewed and a determination will be made whether the charter failed to implement the plan.

In addition, Chicago International Charter School's Charter School Agreement dictates that the charter campus will be evaluated annually in accordance with the CPS School Quality Rating Policy (SQRP) to determine if the campus is meeting or making reasonable progress toward achievement of the content standards or pupil performance standards. In the 2014-2015 school year the Chicago International Charter School – Larry Hawkins Campus received a Level 3 rating on the SQRP. On December 3, 2014, the Office of Innovation and Incubation notified the Chicago International Charter School that, for school year 2014-2015, its Larry Hawkins Campus was failing to meet standards or make reasonable progress toward achievement of the content standards or pupil performance standards and the revocation process began. Chicago International Charter School – Larry Hawkins Campus submitted a remediation plan. The Office of Innovation and Incubation, in conjunction with the Office of Accountability, reviewed the remediation plan and its implementation. The CEO has decided that Chicago International Charter School – Larry Hawkins Campus failed to implement its remediation plan. Pursuant to the Illinois Charter School Law and the Charter School Agreement, the CEO recommends that the Chicago International Charter School – Larry Hawkins Campus be revoked at the end of the 2015-2016 school year.

Chicago Charter School Foundation shall wind down and cease operations of its Larry Hawkins Campus. After the revocation of that campus, the overall at capacity enrollment for the charter school shall decrease to 9,261 students by the fall of 2016. Both parties shall enter into an amendment to the Charter School Agreement and a campus wind down agreement with respect to the revocation of the Larry Hawkins Campus.

In January 2016, Chicago Charter School Foundation submitted notification to the Office of Innovation and Incubation that the educational management organization for the following campuses of Chicago International Charter School changed from Victory to ReGeneration Schools, effective January 1, 2016: Avalon/South Shore Campus, Basil Campus and Washington Park Campus

In January 2016, the Chicago Charter School Foundation submitted an application to request a change in the student enrollment capacity for Chicago International Charter School from the individual campus-level to the network-level beginning in the fall of 2016. The overall network-level at capacity enrollment of the charter school will remain unchanged at 9,261 students. The charter school can change student enrollment between campuses based on parameters as may be set forth in the amendment so long as the overall network-level at capacity enrollment of the charter school does not change. A public hearing on the proposed change was held on Tuesday, April 19, 2016. The hearing was recorded and a summary report is available for review.

School Management Co.	Year Opened	Campus Name	Address	At Capacity Grades	2012-2013 Enrollment	Estimated At Capacity Enrollment*
Civitas	2002	Northtown	3900 W. Peterson	9-12	850	900
	2006	Ralph Ellison	1817 W. 80th Street	9-12	613	630
	2005	Wrightwood	8130 S. California	K-8	735	785
Chicago Quest	2011	ChicagoQuest North	1443 N. Ogden	6-12	412	801
Distinctive Schools	1997	Bucktown	2235 N. Hamilton	K-8	670	670
	2007	Irving Park	3820 N. Spaulding	K-8	527	536
	1997	Prairie	11530 S. Prairie Avenue	K-8	405	405
	2002	West Belden	2245 N. McVicker	K-8	500	500
Charter Schools USA	2010	Larry Hawkins	801 E. 133 <sup>rd</sup> Place	7-12	577	(campus revocation by June 30, 2016)
	2009	Lloyd Bond	13300 S. Langley	K-6	350	350
	1997	Longwood	1309 W. 95th Street	3-12	1475	1475
	2008	Loomis Primary	9535 S. Loomis	K-2	590	590
Victory ReGeneration	2005	Avalon/South Shore	1501 E. 83rd Place	K-8	426	426
Schools	2002	Basil	1816 W. Garfield Blvd	K-8	733	733
	2001	Washington Park	6105 S. Michigan	K-8	454	460

\*At cap enrollment at individual campuses may fluctuate but overall network-level at cap enrollment will remain unchanged.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Portfolio Office conducted a comprehensive evaluation of Chicago International Charter School's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial analysis, and academic site visits of the Avalon/ South Shore, Basil, Bucktown, Lloyd Bond, Irving Park, Longwood, Prairie, Ralph Ellison and West Belden campuses in which teaching and learning, leadership and governance, and learning communities were assessed. A public hearing was conducted on Thursday, March 22, 2012 to receive public comments on the application to renew the Charter School Agreement with the Chicago Charter School Foundation for an additional five years. In addition, the Portfolio Office evaluated the school's student performance. From 2007-2008 to 2009-2010, Chicago International Charter School campuses received 21 of 50 high ratings, 21 of 50 middle ratings, and 8 of 50 low ratings. From 2007-2008 to 2009-2011, CICS student attendance averaged approximately 94.0%. In 2010-2011, 23.5% of CICS students met or exceeded state standards on the PSAE Composite, a decrease of 7.3 percentage points from 2007-2008. In 2010-2011, the percentage of students meeting/exceeding state standards on the ISAT Composite was 76.8%, an increase of 4.4 percentage points from 2007-2008. In 2011, CICS was rated a Level 2 school at the high school level and a Level 2 school at the elementary school level, in accordance with the Performance, Remediation, and Probation Policy, the most recent framework put forth by the district for assessing charter pupil performance. The committee recommends that, based on the school's performance on these and other accountability criteria, Chicago International Charter School be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of Chicago International Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2012 and ending June 30, 2017.

**ADDITIONAL TERMS AND CONDITIONS:** Additional terms and conditions will be communicated to the charter school and included as an attachment to the Charter School Agreement with the Chicago Charter School Foundation.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement, amendment and campus wind down agreement. Authorize the President and Secretary to execute the written Charter School Agreement, amendment and campus wind down agreement. Authorize the Chief of School Strategy and Planning Executive Director of the Office of Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the revocation of the campus as well as any other information as may be necessary due to the closure of the campus.

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

**FINANCIAL:** The enrollment cap changes will have minimal impact on school funding for 2016-2017 fiscal year. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY16 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

# 16-0427-EX11

AMEND BOARD REPORT 15-0527-EX17

AMEND BOARD REPORT 14-0528-EX5

AMEND BOARD REPORT 13-0424-EX14

AMEND BOARD REPORT 13-0227-EX10

APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH

UNO CHARTER SCHOOL NETWORK

# THE INTERIM CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with UNO Charter School Network for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This April 2013 amendment is necessary to authorize the UNO Charter School Network to (a) change the name of UNO Charter School - Northside Elementary School Campus to UNO Charter School - Rogers Park Campus, (b) expand the grades offered at UNO Charter School - Rogers Park Campus to include grades 9 to 12, (c) increase the at capacity enrollment at the UNO Charter School - Rogers Park Campus from 630 to 1,340 students, thereby increasing the overall at capacity enrollment of the charter school by 710 to 10,950 students, (d) change the name of UNO Charter School - 51st and St. Louis Charter High School Campus to UNO Charter School - Soccer Academy High School Campus, (e) change the address of UNO Charter School - Soccer Academy High School Campus from 51st Street and South St. Louis Avenue to 5025 South St. Louis Avenue, (f) change the start dates of the UNO Charter School - UCSN 16 Campus and UNO Charter School - UCSN 17 Campus from fall of 2013 to fall 2014, (g) correct the address of the UNO Charter School - UCSN 17 Campus from 5050 W. Homan Avenue to 5050 S. Homan Avenue, and (h) identify the independent facility at 4420 S. Fairfield as the location for the UNO Charter School - UCSN 15 Campus. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This May 2014 amendment is necessary to change the start dates of the UNO Charter School – UCSN 16 Campus and UNO Charter School – UCSN 17 Campus from fall 2014 to fall 2015. No written amendment to the Charter School Agreement is required.

This May 2015 amendment is necessary to rescind the authority to open the UNO Charter School – UCSN 16 Campus and UNO Charter School – UCSN 17 Campus in the fall of 2015 as sites for these campuses have not been identified.

This April 2016 amendment is necessary to (a) correct the overall at capacity enrollment of the charter school from 10.950 to 9.750 students and (b) change the student enrollment capacity for the charter school from the individual campus-level to the network-level beginning in the fall 2016. The overall network-level at capacity enrollment of the charter school will remain unchanged at 9.750 students. The charter school can change student enrollment between campuses based on parameters as may be set forth in the amendment so long as the overall network-level at capacity enrollment of the charter school does not change. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report.

SCHOOL OPERATOR: UNO Charter School Network

954 West Washington Boulevard 209 West Jackson Boulevard, Suite 500

Chicago, IL 606076

Phone: (312)-432-6301 637-3900

Contact Person: Jesse Estrada, Interim CEO Matthew Moeller, Chief of Schools

**OVERSIGHT:** 

Office of Innovation and Incubation 42 West Madison Street, 3<sup>rd</sup> Floor

Chicago, IL 60602 (773) 553-1530

Contact Person: Jack Elsey, Chief Innovation and Incubation Officer

Mary K. Bradley, Executive Director

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 97-1217-EX2) was for a term commencing July 1, 1998 and ending June 30, 2003 and authorized the operation of a charter school serving no more than 800 students in grades K – 8 on two campuses. The campus serving K – 3 was located at 2651 W. 23<sup>rd</sup> Street. The campus serving grades 4 – 8 was located at 2401 W. Congress. The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2003 and ending June 30, 2008 (authorized by Board Report 03-0225-EX7) and authorized an increase in the maximum student enrollment to permit 1,060 students in grades Pre-K – 8. The charter and Charter School Agreement were renewed for an additional term commencing on July 1, 2008 and ending June 30, 2013 (authorized by Board Report 08-0602-EX7). The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 08-0924-EX8: Approved the establishment of two new campuses, an elementary
  campus in 2009 and a high school campus in 2010, to be located in a new facility at the
  intersection of South Homan Avenue and 51<sup>st</sup> street; the increase in the overall at capacity
  enrollment of the charter school by 1,200 to 5,830; and the clarification of the relationship of any
  pre-kindergarten program to the charter school.
- Board Report 09-0826-EX8: Approved the change in names of the UNO Charter School Archer Heights Campuses, identification of a temporary location for the UNO Charter School – Octavio Paz Primary and Intermediate Campuses for the 2009-2010 school year only, temporary adjustment in the at capacity enrollment for each of the Octavio Paz campuses, and the change in the start date for the UNO Charter School – Gage Park Campus.
- Board Report 09-1123-EX7: Approved the establishment of a new elementary school campus in the fall of 2011 at a facility to be determined, increase in the overall at capacity enrollment at the charter school by 600 to 6,430 students for the 2011-2012 school year, and the clarification of the authority period for the change in start date of the UNO Charter School – Gage Park Campus.
- Board Report 10-0428-EX2: Approved the identification of the independent facility at 2744 W. Pershing Avenue as the location for the UNO Charter School Gage Park Campus, identification of the independent facility at 2651 W. 23<sup>rd</sup> Street as the permanent location for the UNO Charter School Octavio Paz Campus, and the consolidation of the UNO Charter School Octavio Paz Primary Campus and the UNO Charter School Octavio Paz Intermediate Campus into one attendance center serving grades K-8.
- Board Report 10-0526-EX5: Approved the change of the start date of the UNO Charter School –
  Academy High School Campus from fall 2010 to fall 2011 and the modification of the at capacity
  enrollments of certain UNO Charter School Campuses.
- Board Report 11-0126-EX6: Approved the establishment of one new campus to open in the fall of 2011 at a location to be determined and the corresponding increase in the overall at capacity enrollment of the charter school by 630 to 7,060 students in the fall of 2011; establishment of two new campuses to open in the fall of 2012 at locations to be determined and the corresponding increase in the overall at capacity enrollment of the charter school by 1,260 to 8,320 students in the fall of 2012; change in the name of the Academy High School Campus to the 51<sup>st</sup> and St. Louis Charter High School Campus; change in the start date of the UNO Charter School Academy High School Campus from fall 2011 to fall 2012; increase in the grades served at the Academy High School Campus to serve grades 6 through 12; increase in the at capacity enrollment at the Academy High School Campus by 120 to a new at capacity enrollment of 720 students; and the increase in the overall at capacity enrollment of the charter school by 120 to 8,440 students in the fall of 2012.

- Board Report 11-0525-EX7: Approved the identification of the independent facility at 3434 W. 51<sup>st</sup>
   Street as the location for the UNO Charter School Elementary School Campus and the
   identification of the independent facility at 2510 W. Cortez as the location for the UNO Charter
   School UNO Elementary School Campus.
- Board Report 11-1214-EX6: Approved the establishment of three new elementary school campuses in the fall of 2013 at locations to be determined and the increase in the overall at capacity enrollment of the charter school by 1,800 to 10,240 students in the fall of 2013.
- Board Report 12-0725-EX3: Approved the change of the name of the Gage Park Campus to Sandra Cisneros Campus, identification of the independent facility at 2050 N. Natchez as the location for the UNO Charter School – Near West Elementary School Campus, identification of the independent facility at 7416 N. Ridge Blvd as the location for the UNO Charter School – Northside Elementary School Campus, and the change in the start date of the UNO Charter School – 51<sup>st</sup> and St. Louis Charter High School Campus from fall 2012 to fall 2013.

**CHARTER RENEWAL PROPOSAL:** UNO Charter School Network submitted a renewal proposal on September 4, 2012 to continue the operation of the UNO Charter School under a unified mission. The charter school shall serve grades Kindergarten through 12 with a maximum enrollment of 10,240 students.

If the UNO Charter School Network is authorized to operate a pre-kindergarten program in the same building as the charter school, the children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the Charter School Agreement. To the extent the Board provides funding for the pre-kindergarten program, that program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and the UNO Charter School Network for the operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract.

The agreement will incorporate an accountability plan in which the school is evaluated by the board each year based on numerous factors related to its academic, financial and operational performance.

In January and April 2013 UNO Charter School Network submitted a material modification to (a) change the name of UNO Charter School - Northside Elementary School Campus to UNO Charter School -Rogers Park Campus, (b) expand the grades offered at UNO Charter School - Rogers Park Campus to include grades 9 to 12, (c) increase the at capacity enrollment at the UNO Charter School - Rogers Park Campus from 630 to 1,340 students, thereby increasing the overall at capacity enrollment of the charter school by 710 to 10,950 students, (d) change the name of UNO Charter School - 51st and St. Louis Charter High School Campus to UNO Charter School - Soccer Academy High School Campus, (e) change the address of UNO Charter School - Soccer Academy High School Campus from 51st Street and South St. Louis Avenue to 5025 South St. Louis Avenue, (f) change the start dates of the UNO Charter School - UCSN 16 Campus and UNO Charter School - UCSN 17 Campus from fall of 2013 to fall 2014, (g) correct the address of the UNO Charter School - Elementary School Campus from 5050 W. Homan Avenue to 5050 S. Homan Avenue, and (h) identify the independent facility at 4420 S. Fairfield as the location for the UNO Charter School - UCSN 15 Campus. A public hearing on the proposed changes was held on Monday, April 15, 2013. The hearing was recorded and a summary report is available for review. In February 2014, UNO Charter School Network submitted a material modification to change the start dates of the UNO Charter School -- UCSN 16 Campus and UNO Charter School -- UCSN 17 Campus from fall 2014 to fall 2015. A public hearing on the proposed changes was held on Wednesday, May 14, 2014. The hearing was recorded and a summary report is available for review.

In May 2015, Board Report 15-0527-EX17 rescinded the authority for the charter operator to open the UNO Charter School – UCSN 16 Campus and UNO Charter School – UCSN 17 Campus in the fall of 2015. Removal of the campuses' enrollment decreased the overall at capacity enrollment of the charter school by 1,200 to 9,750 students. The overall at capacity enrollment of the charter school is being corrected to reflect these changes.

In January 2016, the UNO Charter School Network submitted an application to request a change in the student enrollment capacity for the charter school from the individual campus-level to the network-level beginning in the fall of 2016. The overall network-level at capacity enrollment of the charter school will remain unchanged at 9.750 students. The charter school can change student enrollment between campuses based on parameters as may be set forth in the amendment so long as the overall network-level at capacity enrollment of the charter school does not change.

A public hearing on the proposed changes was held on Tuesday. April 19, 2016. The hearing was recorded and a summary report is available for review.

Campus Name	Year Opened	Address	At Capacity Grades	2012 – 2013 enrollment	Estimated At Capacity Enrollment*
Octavio Paz		2651 W. 23 <sup>rd</sup>			]
Campus	1998	Street	K-8	445	620
Rufino Tamayo	2005	5135 S. California	K-8	288	315
Bartolome de		1641 W. 16 <sup>th</sup>			.
las Casas	2006	Street	K-8	288	315
Carlos Fuentes	2006	2845 W. Barry	K-8	562	630
Officer Donald		2916 W. 47 <sup>th</sup>			
J. Marquez	2007	Street	K – 8	576	630
SPC Daniel		4248 W. 47 <sup>th</sup>			
Zizumbo	2008	Street	K-8	638	670
PFC Omar E.		4248 W. 47 <sup>th</sup>		005	070
Torres	2008	Street	K-8	635	670
Major Hector		4248 W. 47 <sup>th</sup>	0 40	000	700
P. Garcia MD	2008	Street	9 – 12	636	720
Sandra	22.42	2744 W.	14 0	C-7.4	620
Cisneros	2010	Pershing	K-8	574	630
Soccer Academy High School	2013	5025 South St. Louis Avenue	6 – 12	720 (in 13- 14)	720
Elementary School	2011	5050 S. Homan Avenue	K-8	574	630
Esmeralda		2510 W.			
Santiago	2011	Cortez	K-8	270	630
Near West		2050 N.			
Elementary	2012	Natchez	K-8	555	630
Rogers Park	2012	7416 N. Ridge Blvd	K-12	486	1340
UCSN 15	2013	4420 S. Fairfield	K-8	600 (in 13-14)	600

\*At cap enrollment at individual campuses may fluctuate but overall network-level at cap enrollment will remain unchanged.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of UNO Charter School's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial analysis, and academic site visit of the school in which student performance, teaching and learning, leadership and governance, and the learning communities were assessed. A public hearing was held on February 21, 2013 for all charter schools going through renewals to receive public comments, including UNO Charter School. In addition to the foregoing, the Office of New Schools evaluated the school's student performance. Eight campuses currently have performance ratings, with four rated Level 1 (Paz, Marquez, Zizumbo, and Torres), two rated Level 2 (Fuentes and Garcia), and two rated Level 3 (Tamayo and Casas) based on data from school year 2011-2012 on the school absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From 2007-2008 to 2011-2012, UNO Charter School's student attendance averaged approximately 96.6% at the elementary schools and 96.2% at the Garcia Campus, the high school. In 2011-2012, the average percentage of students meeting/exceeding state standards on the ISAT Composite was 81.4%, an increase of 5.6 percentage points from 2008-2009. In 2011-2012, the percentage of students meeting/exceeding state standards on the PSAE Composite was 39.5%. The committee recommends that, based on the school's performance on these and other accountability criteria, UNO Charter School be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of UNO Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2013 and ending June 30, 2018.

**ADDITIONAL TERMS AND CONDITIONS:** Additional terms and conditions will be communicated to the charter school and included as an attachment to the Charter School Agreement with UNO Charter School Network.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement <u>and amendment</u>, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the written Charter School Agreement <u>and amendment.</u> Authorize the <del>Senior Executive Director of the Office of Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.</del>

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the fiscal year 204516-204617 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY4516 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted Jurie 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

## 16-0427-EX12

# AMEND BOARD REPORT 15-0527-EX11 AUTHORIZE RENEWAL OF THE ROWE ELEMENTARY CHARTER SCHOOL AGREEMENT

# THE CHIEF EXECUTIVE INNOVATION AND INCUBATION OFFICER RECOMMENDS THE FOLLOWING:

Authorize renewal of the Rowe Elementary Charter School Agreement (the "Charter School Agreement") for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This April 2016 amendment is necessary to increase the maximum enrollment of the charter school by 180 to 1,080 students beginning in the fall of 2016. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report.

SCHOOL OPERATOR: Northwestern University Settlement Association, an IL not-for-profit corporation

1400 West Augusta Boulevard Chicago, Illinois 60642 Phone: 773-278-7471

Contact Person: Ron Manderschied, President

CHARTER SCHOOL: Rowe Elementary Charter School

1424 North Cleaver Street Chicago, Illinois 60642

and

1434 West Augusta Boulevard (Annex)

Chicago, Illinois 60642 Phone: 312-445-5870

Contact Person: Ana Martinez, Principal Tony Sutton, Principal

OVERSIGHT: Office of li

Office of Innovation and Incubation 42 West Madison Street, 3<sup>rd</sup> Floor

Chicago, IL 60602 Phone: 773-553-1530

Contact Person: Jack-Elsey, Chief Innovation and Incubation Officer

Mary K. Bradley, Executive Director

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 09-1123-EX15) was for a term commencing July 1, 2010 and ending June 30, 2015 and authorized the operation of a charter school serving no more than 581 students in grades K through 8. The charter and Charter School Agreement were subsequently amended as follows:

 Board Report 10-0428-EX4: Approved the relocation of the charter school from 1454 West Superior Avenue to 1424 North Cleaver Street and the clarification of the relationship of any prekindergarten program to the charter school.  Board Report 12-0328-EX5: Approved an increase in the maximum enrollment of the charter school by 169 students to 750 students.

CHARTER RENEWAL PROPOSAL: Northwestern University Settlement Association submitted a renewal proposal on November 17, 2014 to continue the operation of Rowe Elementary Charter School (Rowe).

Also, in November 2014, Northwestern University Settlement Association submitted a material modification to (a) increase the maximum enrollment at the school to 900 students and (b) add additional facility space for the school at 1434 West Augusta Boulevard beginning in the fall of 2015. Board approval of this site shall be contingent upon the subsequent approval of the facility by the CPS Facility Department. A public hearing on the proposed changes was held on Thursday, May 21, 2015. The hearing was recorded and a summary report is available for review.

As a result, the charter school shall be located at 1424 North Cleaver Street and 1434 West Augusta Boulevard (annex) and shall serve grades K through 8 with a maximum enrollment of 900 students.

If Northwestern University Settlement Association is authorized to operate a pre-kindergarten program in the same building as the charter school, the children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the Charter School Agreement. To the extent the Board provides funding for the pre-kindergarten program, that program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and Northwestern University Settlement Association for the operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract.

The agreement will incorporate an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

In January 2016, the Northwestern University Settlement Association submitted an application to request an increase in the maximum enrollment of the charter school by 180 to 1,080 students beginning in the fall of 2016. A public hearing on the proposed increase was held on Tuesday, April 19, 2016. The hearing was recorded and a summary report is available for review.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of Innovation and Incubation conducted a comprehensive evaluation of Rowe's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial performance, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on May 20, 2015 for all charter schools going through renewals to receive public comments, including Rowe. The Office of Innovation and Incubation recommends that, based on the school's performance on these and other accountability criteria, Rowe be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of Rowe's charter and agreement is being extended for a five (5) year term commencing July 1, 2015 and ending June 30, 2020.

**ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions are included as an attachment to the Charter School Agreement with Northwestern University Settlement Association.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment. Authorize the President and Secretary to execute the written Charter School Agreement and amendment. Authorize the Chief Executive Director of the Office of Innovation and Incubation Officer to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Charter School Agreement required by the Illinois State Board of Education.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2045<u>16</u>-2046<u>17</u> fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY15<u>16</u> are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

# **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

#### 16-0427-EX13

# AMEND BOARD REPORT 14-0528-EX11 AMEND BOARD REPORT 14-0226-EX11

APPROVE THE RENEWAL OF THE SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT WITH CHICAGO HIGH SCHOOL FOR THE ARTS, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

## THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the School Management and Performance Agreement with Chicago High School for the Arts, an Illinois not-for-profit corporation, for the operation of Chicago High School for the Arts. The School Management and Performance Agreement with Chicago High School for the Arts will be renewed for an additional 5-year period. A new School Management and Performance Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this Board Report. Information pertinent to this renewal is stated below.

This May 2014 amendment is necessary to revise Chicago High School for the Arts' screening and talent audition process for applicants desiring to enroll in the contract school. The authority granted herein shall automatically rescind in the event a written amendment to the School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this amended Board Report.

This April 2016 amendment is necessary to increase the maximum enrollment of the contract school by 40 to 640 students beginning in the fall of 2016. The authority granted herein shall automatically rescind in the event a written amendment to the School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this amended Board Report.

SCHOOL OPERATOR: Chicago High School for the Arts, an Illinois not-for-profit corporation

2714 W. Augusta Boulevard Chicago, Illinois 60622 Phone: (773) 534-9710

Contact Person: Jose Ochoa, Executive Director

CONTRACT SCHOOL: Chicago High School for the Arts

2714 W. Augusta Boulevard Chicago, IL 60622 Phone: (773) 534-9710

Contact Person: Gia Orr, Principal Michael Wang, Interim Principal

OVERSIGHT:

Office of Innovation and Incubation

125 S. Clark, 10<sup>th</sup> Floor 42 W. Madison, 3<sup>rd</sup> Floor

Chicago, IL 60603 60602

(773) 553-1530

Contact Person: Jack Elsey, Chief Officer

Mary K. Bradley, Executive Director

**ORIGINAL AGREEMENT**: The original School Management and Performance Agreement (07-1024-EX12) was for a term commencing July 1, 2009 and ending June 30, 2014 and authorized the operation of a contract school serving no more than 600 students in grades 9 through 12. The contract school was designated as an alternative school pursuant to 105 ILCS 5/34-2.4b. The School Management and Performance Agreement was subsequently amended as follows:

- Board Report 08-1022-EX6: Approved the establishment of the screening and talent audition
  process for applicants desiring to enroll in the contract school which opened in the fall of 2009, as
  well as updated benchmark deadline dates for the contract school.
- Board Report 09-0527-EX4: Approved the location of the contract school to a CPS facility at 3200 S. Calumet Avenue in the fall of 2009.
- Board Report 10-0224-EX16: Approved the relocation of the contract school to a CPS facility at 2714 W. Augusta Boulevard beginning in the fall of 2011.
- Board Report 11-0622-EX4: Approved the withdrawal of the school location at 2714 W. Augusta Boulevard and relocation of the contract school to a CPS facility known as Doolittle West, located at 521 E. 35<sup>th</sup> Street beginning in the fall of 2011.

**CONTRACT RENEWAL PROPOSAL:** Chicago High School for the Arts submitted a renewal proposal on September 3, 2013, to continue the operation of Chicago High School for the Arts (ChiArts). The contract school shall serve grades 9 through 12 with a maximum enrollment of 600 students.

In February 2014, the CEO recommended to the Board that Chicago High School for the Arts relocate to the CPS facility at 2711 W. Augusta Boulevard, beginning in the fall of 2014.

The agreement will incorporate an accountability plan in which the contract school is evaluated by the Board each year based on numerous factors related to academic, financial and operational performance.

The Office of Access & Enrollment has delegated authority from the Chief Executive Officer to formulate and issue guidelines to effectively administer applications for enrollment to provide consistency across the district but in recognition of the school's unique enrollment process.

In January 2016, the Chicago High School for the Arts submitted an application to request an increase in the maximum enrollment of the contract school by 40 to 640 students beginning in the fall of 2016. A public hearing on the proposed increase was held on Tuesday; April 19, 2016. The hearing was recorded and a summary report is available for review.

CONTRACT EVALUATION: After receiving the contract renewal proposal, the Office of New Schools within the Office of Innovation and Incubation conducted a comprehensive evaluation of ChiArts's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial analysis, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on February 19, 2014 for all schools going through renewals to receive public comments, including ChiArts. The committee recommends that, based on the school's academic performance and on other accountability criteria, as well as the school's demonstration of intent to satisfy the below "Additional Terms and Conditions", ChiArts be authorized to continue operating as a contract school.

**RENEWAL TERM:** The term of the School Management and Performance Agreement is being extended for a five (5) year term commencing July 1, 2014 and end June 30, 2019.

**ADDITIONAL TERMS AND CONDITIONS:** One additional term and condition which is included as an attachment to the School Management Agreement with Chicago High School for the Arts is as follows:

Based on each year's Financial Audit, the Contract School, at a minimum, must have scores of 3
for the following categories: Reporting: Budget, Reporting: Quarterly Statements, Reporting:
Audit, Reporting: Federal/State/CPS Compliance Document Submissions, Financial Controls:
Annual Audit, and Financial Condition and Budget: Budget.

**COMPENSATION:** Chicago High School for the Arts will continue to be paid on a per-pupil basis for the operation of ChiArts.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the school operator, in the written School Management and Performance Agreement and amendment. Authorize the President and Secretary to execute the written School Management and Performance Agreement and amendment.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2045<u>16</u>-2046<u>17</u> fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY45<u>16</u> are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

**PERSONNEL IMPLICATIONS:** As a contract school, Chicago High School for the Arts will continue to employ its own principal, teachers and staff.

# **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

AMEND BOARD REPORT 15-1028-EX7
AMEND BOARD REPORT 15-0624-EX7
AMEND BOARD REPORT 14-0423-EX9
AMEND BOARD REPORT 14-0226-EX9
AMEND BOARD REPORT 14-0226-EX9
APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH NOBLE NETWORK OF CHARTER SCHOOLS

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with Noble Network of Charter Schools for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This April 2014 amendment is necessary to (a) authorize the final approval of the Noble Street Charter School – Noble Exeter Academy Campus proposal opening in the fall of 2014, (b) change the name of the Noble Street Charter School – Noble Exeter Academy Campus to the Noble Street Charter School – The Noble Academy Campus, (c) identify the independent facility located at 17 N. State Street as the temporary location of Noble Street Charter School – The Noble Academy Campus, (d) authorize the disbursement of one-time incubation and startup funds to Noble Network of Charter Schools for the new charter campuses opening in the fall of 2014, (e) approve the at capacity enrollment of 900 students at the Noble Street Charter School – The Noble Academy Campus and (f) increase the at capacity enrollment at the Noble Street Charter School – Pritzker College Prep Campus by 125 students to 1000 students, thus increasing the overall at capacity enrollment of the charter school from 12,975 to 14,000 in the fall of 2014.

This April 2014 amendment is also necessary to approve the name changes of (a) the Noble Street Charter School – Crimson Campus to the Noble Street Charter School – Butler College Prep, (b) the Noble Street Charter School – Orange Campus to the Noble Street Charter School – Baker College Prep, (c) the Noble Street Charter School – Purple Campus to the Noble Street Charter School – DRW College Prep and (d) the Noble Street Charter School – Silver Campus to Noble Street Charter School – Hansberry College Prep. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This June 2015 amendment is necessary to temporarily relocate Noble Street Charter School - The Noble Academy Campus to the CPS facility at 1443 North Ogden Avenue for the 2015-2016 school year only. The interim CEO asks that the Board grant a waiver from the Charter School Capital and Facility Budget Policy, 08-0326-PO1, since the temporary relocation of the campus to a CPS facility was due to community input about its previously proposed location in the Uptown neighborhood. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report.

This October 2015 amendment is necessary to approve the proposal to establish one new high school campus, Noble #17 Campus, to open in the fall of 2016 and serve an at capacity enrollment of 1,100 students, thus increasing the overall at capacity enrollment of the charter school from 14,000 to 15,100 in the fall of 2016. The Noble Network of Charter Schools proposed to have Noble #17 Campus temporarily share an independent facility with a current Noble Street campus. The Noble Network of Charter Schools shall submit written communications to the CEO or his designee on the exact address of the temporary site for the Noble #17 Campus no later than 6 months prior to the start of the 2016-2017 school year. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement for the temporary site is not executed by the Board and the charter school's governing board on or before June 15, 2016.

The Noble Network of Charter Schools also proposed to build a facility to permanently locate the Noble #17 Campus at the intersection of 47<sup>th</sup> Street and south California Avenue. The Noble Network of Charter Schools shall submit written communications to the CEO or his designee on the exact address of the permanent site for the Noble #17 Campus no later than 6 months prior to the proposed effective date of relocation. This Board approval of the permanent site is contingent upon the subsequent approval of the facility by the CPS Facilities Department which shall include, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for that site. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 90 days of the date that the CPS Facilities Department approves the permanent site for the Noble #17 Campus.

This April 2016 amendment is necessary to change the student enrollment capacity for Noble Street Charter School from the individual campus-level to the network-level beginning in the fall of 2016. The Overall network-level at capacity enrollment of the charter school will remain unchanged at 15,100 students. The charter school can change student enrollment between campuses based on parameters as may be set forth in the amendment so long as the overall network-level at capacity enrollment of the charter school does not change.

This April 2016 amendment is also necessary to (a) change the name of the Noble Street Charter School - Noble #17 Campus to the Noble Street Charter School - Mansueto High School Campus, (b) approve an extension for the Noble Street Charter School - The Noble Academy Campus to continue occupying the CPS facility at 1443 North Ogden Avenue for the 2016-2017 school year, and (c) identify the independent facility at 5101 South Keeler Avenue as the temporary location for the Noble Street Charter School - Noble #17 Campus for the 2016-2017 school year. This Board approval of the relocation site for the Noble #17 Campus is contingent upon the subsequent approval of the facility by the CPS Facilities Department which shall include, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for that site. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report.

SCHOOL OPERATOR: Noble Network of Charter Schools

1010 North Noble Street Chicago, IL 60622 Phone: (773) 862-1449

Contact Person: Michael Milkie, Superintendent

CHARTER SCHOOL: Noble Street Charter School

1010 North Noble Street Chicago, IL 60622 Phone: (773) 862-1449

Contact Person: Michael Milkie, Superintendent

OVERSIGHT: Office of Innovation and Incubation

42 West Madison, 3<sup>rd</sup> Floor Chicago, IL 60602 (773) 553-1530

Contact Person: Elizabeth Kirby, Chief of School Strategy and Planning

Mary K, Bradley, Executive Director

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 98-0429-EX12) was for a term commencing July 2, 1998 (with the charter school opening for the 1999 – 2000 school year) and ending June 30, 2004 and authorized the operation of a charter school serving no more than 500 students in grades 9 – 12. The charter and Charter School Agreement were then renewed for a term commencing July 1, 2004 and ending June 30, 2009 (authorized by Board Report 04-025-EX3). The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2009 and ending June 30, 2014 (authorized by Board Report 08-1217-EX7). The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 09-0325-EX14: Approved the location for the Chicago Bulls College Prep Campus at 2040 W. Adams.
- Board Report 09-0422-EX3: Approved the location for the Bain NUSH Grammar School Campus at 1454 W. Superior. Also approved an increase in the first year enrollment of the Chicago Bulls College Prep Campus from 200 seats to 230 seats and an increase in the first year enrollment of the Muchin College Prep Campus from 200 seats to 280 seats.
- Board Report 09-0826-EX10: Approved the withdrawal of the Bain NUSH Grammar School Campus and decease in the overall at capacity enrollment of the charter school by 600 students to 5,396 students. Also corrected the address of the Golder College Prep Campus to 1454 W. Superior.
- Board Report 09-1123-EX9: Approved the establishment of a new campus Englewood Campus-in the fall of 2010 to be located at 6350 S. Stewart and an increase in the overall at capacity enrollment of the charter school by 600 students to 5,996 students. Also approved the withdrawal of the Osborn College Prep Campus.
- Board Report 10-0428-EX3: Approved an increase in the at capacity enrollment of the Pritzker College Prep Campus from 599 students to 750 students and an increase in the overall at capacity enrollment of the charter school by 151 students to 6,147 students in the fall of 2010.
- Board Report 10-0922-EX3: Approved changing the name of the Englewood Campus to the John and Eunice Johnson College Prep Campus.
- Board Report 11-0126-EX8: Approved the addition of grades 6 through 8 to the Gary Comer College Prep Campus and an increase in the at capacity enrollment at Gary Comer College Prep Campus from 600 students to 800 students, thereby increasing the overall at capacity enrollment of the charter school by 200 students to 6,347 students in the fall of 2011. Also approved an increase in the at capacity enrollment at UIC College Prep Campus from 600 students to 900 students and an increase in the at capacity enrollment at Chicago Bulls Campus College Prep from 600 students to 1000 students. Also approved an increase in the at capacity enrollment at Muchin College Prep Campus from 600 students to 850 students. Thus, the overall at capacity enrollment of the charter school increased by 950 students to 7,297 students in the fall of 2011.

- Board Report 11-1214-EX3: Approved the establishment of two new high school campuses
  to open in the fall of 2012 at locations to be determined and an increase in the overall at
  capacity enrollment of the charter school by 1,800 students to 9,097 students in the fall of
  2012. Also approved the establishment of two new high school campuses to open in the fall
  of 2013 at locations to be determined and an increase in the overall at capacity enrollment of
  the charter school will increase by 1,800 to 10,897 students in the fall of 2013.
- Board Report 12-0328-EX7: Approved the location of the Silver Campus which opened in the fall of 2012. Also approved the location of the Purple Campus which opened in the fall of 2012 at 931 S. Homan. Also approved an increase in the at capacity enrollment at the Chicago Bulls College Prep Campus from 1,000 to 1,150 students and an increase in the at capacity enrollment at the Gary Comer College Prep Campus from 800 to 900 students. Also approved an increase in the at capacity enrollment at the John and Eunice Johnson College Prep Campus from 600 to 800 students and an increase in the at capacity enrollment at the Pritzker College Prep Campus from 750 to 800 students. Also approved an increase in the at capacity enrollment at the Noble Campus from 600 to 650 students. Thus, the overall at capacity enrollment for the charter school increased by 550 students to 11,447 students in the fall of 2012.
- Board Report 13-0424-EX6: Approved an increase in the at capacity enrollment at Noble Golder College Prep Campus from 599 to 650 students and an increase in the at capacity enrollment at John and Eunice Johnson College Prep Campus from 800 to 850 students. Also approved an increase in the at capacity enrollment at Muchin College Prep Campus from 850 to 900 students and an increase in the at capacity enrollment at Pritzker College Prep Campus from 800 to 875 students. Also approved an increase in the at capacity enrollment at Rauner College Prep Campus from 599 to 650 students and an increase in the at capacity enrollment at Rowe-Clark Math & Science Academy from 599 to 650 students. Thus, the overall at capacity enrollment of the charter school increased by 328 to 11,775 students in the fall of 2013. Also corrected the address of the Gary Comer College Prep Campus address to 7131 S. South Chicago Avenue.
- Board Report 13-0522-EX103: Approved the location of the Crimson Campus which opened in the fall of 2013 at 821 E. 103<sup>rd</sup> Street. Also approved the location of the Orange Campus which opened in the fall of 2013 at 2710 E. 89<sup>th</sup> Street. Also approved the relocation of grades 6 through 8 of the Gary Comer College Prep Campus to at 1010 E. 72<sup>nd</sup> Street.
- Board Report 14-0122-EX8: Approved an increase in the at capacity enrollment at Gary Comer College Prep Campus from 900 to 1200 students and an increase in the overall at capacity enrollment of the charter school by 300 to 12,075 students in the fall of 2013. Also approved the establishment of a high school campus ITW David Speer Academy Campus at a temporary location at 2456 N. Mango Avenue in the fall of 2014 and a permanent location at 5321 W. Grand Avenue starting in the fall of 2015. Also approved an at capacity enrollment at ITW David Speer Academy Campus of 900 students, thus increasing the overall at capacity enrollment of the charter school from 12,075 to 12,975 students in the fall of 2014.

CHARTER RENEWAL PROPOSAL: Noble Network of Charter Schools submitted a renewal proposal on September 3, 2013 to continue the operation of the Noble Street Charter School (Noble) under a unified mission, including commitments to operate the fifteen (15) campuses unified through the use of uniform assessment plans and performance standards, curriculum and school calendar alignment, as well as standard governance, operational, employment, educational and admissions policies. The charter school shall serve grades 6 through 12 with a maximum enrollment of 12,975 students.

The agreement will incorporate an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

Campus Name	Year Opened	Address	At Capacity Grades	2013 – 2014 Enrollment	Estimated At Capacity Enrollment*
Noble	1999	1010 N. Noble Street	9-12	602	650
Pritzker College Prep	2006	4131 W. Cortland Street	9-12	858	1000
Rauner College Prep	2006	1337 W. Ohio Street	9-12	640	650
Golder College Prep	2007	1454 W. Superior Street	9-12	635	650
Rowe-Clark Math & Science Academy	2007	3645 W. Chicago Avenue	9-12	650	650
UIC College Prep	2008	1231 S. Damen Avenue	9-12	851	900

		7424 C Ca: 45	<del></del>		
]		7131 S. South		1	J
		Chicago Avenue		}	•
Gary Comer College		& 1010 E.72 <sup>nd</sup>			
Prep	2008	Street	6-12	900	1200
1					
Chicago Bulls		2040 W. Adams			
College Prep	2009	Street	9–12	1079	1150
1		i			
Muchin College Prep	2009	1 N. State Street	9-12	886	900
John and Eunice					
Johnson College		6350 S. Stewart		]	ļ
Prep	2010	Avenue	9-12	773	850
Hansberry College		8710-56 S.			
Prep	2012	Aberdeen Street	9-12	498	900
		931 S. Homan			
DRW College Prep	2012	Avenue	9-12	431	900
		821 E. 103 <sup>rd</sup>			
Butler College Prep	2013	Street	9-12	102	900
		2710 E. 89 <sup>th</sup>			
Baker College Prep	2013	Street	9-12	105	900
		2456 N. Mango			
1		Avenue		[	
		(in 14-15 only)			
ITW David Speer		5321 W. Grand		270	
Academy	2014	Avenue	9-12	(in 14 – 15)	900
		17 N. State Street		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	,,,,,
		(temporary facility		1	
<b>1</b>	•	for 2014-15		<b>S</b>	}
		school year only)			
		<u>                                    </u>			
		1443 N. Ogden			
		Avenue		}	Ì
		(2015-201617			
		school years		230	
The Noble Academy	2014	only)	9-12	(in 14 - 15)	900
		1			
		another Noble			
		Street campus			
		site 5101 S.			
		Keeler Avenue			
		(temporary facility			
		for 2016-17	ı		
		school year only)			
					,
Noble #17Mansueto		47th Street & S.		300	<b> </b>
High School	2016	California Avenue	9-12	(in 16 - 17)	1100
At capacity enrollment at individual campuses may fluctuate but overall network-level at cap enrollment will remain unchanged.					

In March 2014, Noble Network of Charter Schools submitted requested materials in response to the contingencies for final approval of the proposal for the Noble Street Charter School – Noble Exeter Academy Campus which will now be known as The Noble Academy Campus. The Board reviewed these materials and determined that Noble Network of Charter Schools met the contingencies stated in the Letter of Conditions.

The Noble Academy Campus is proposed to open in the fall of 2014 in a temporary location at 17 N. State Street and will serve 230 students in grade 9. In successive years, that campus will grow one grade at a time, until reaching a capacity of 900 students in grades 9-12.

In February 2014, Noble Network of Charter Schools submitted a material modification requesting to increase the at capacity enrollment of the Noble Street Charter School - Pritzker College Prep by 125 to 1000 students, effective fall of 2014, thereby further increasing the overall at capacity enrollment of the charter school to 14,000 in the fall of 2014,

In February 2014, Noble Network of Charter Schools also submitted a material modification requesting to (a) change the name of the Noble Street Charter School – Crimson Campus to the Noble Street Charter School – Butler College Prep, (b) change the name of the Noble Street Charter School - Orange Campus to the Noble Street Charter School – Baker College Prep, (c) change the name of the Noble Street Charter School – DRW College Prep, and (d) change the name of the Noble Street Charter School – Silver Campus to Noble Street Charter School – Hansberry College Prep.

A public hearing on the proposed new high school campus and the proposed name and enrollment changes was held on Wednesday, April 16, 2014. The hearing was recorded and a summary report is available for review.

In February 2015, Noble Network of Charter Schools submitted a material modification requesting to identify the facility at 640 West Irving Park Road as the new location of Noble Street Charter School – The Noble Academy Campus beginning in the fall of 2015. However, in June 2015 Noble Network of Charter Schools submitted a revised material modification requesting to temporarily relocate Noble Street Charter School - The Noble Academy Campus to the CPS facility at 1443 North Ogden Avenue for the 2015-2016 school year only. Public hearings on the proposed relocation were held on May 21, 2015 and June 18, 2015. The hearings were recorded and summary reports are available for review.

On August 10, 2015, the Noble Network of Charter Schools submitted a proposal in response to the Request for Proposals issued by the Board in December 2014. It proposed to establish a new high school campus, Noble #17 Campus, to open in the fall of 2016 and serve 300 students in grade 9. In successive years, the campus will grow one grade at a time, until reaching an at capacity enrollment of 1,100 in grades 9-12, thereby increasing the overall at capacity enrollment of the charter school to 15,100 students in the fall of 2016.

The Noble Network of Charter Schools proposed to have Noble #17 Campus temporarily share an independent facility with a current Noble Street campus. The Noble Network of Charter Schools shall submit written communications to the CEO or his designee on the exact address of the temporary site for the Noble #17 Campus no later than 6 months prior to the start of the 2016-2017 school year.

The Noble Network of Charter Schools also proposed to build a facility to permanently locate the Noble #17 Campus at the intersection of 47<sup>th</sup> Street and south California Avenue. The Noble Network of Charter Schools shall submit written communications to the CEO or his designee on the exact address of the permanent site for the Noble #17 Campus no later than 6 months prior to the proposed effective date of relocation. This Board approval of the permanent site is contingent upon the subsequent approval of the facility by the CPS Facilities Department which shall include, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for that site.

A public hearing on the proposed campus was held on Wednesday, September 30, 2015. The hearing was recorded and a summary report is available for review.

In January 2016, the Noble Network of Charter Schools submitted an application to request a change in the student enrollment capacity for Noble Street Charter School from the individual campus-level to the network-level beginning in the fall of 2016. The overall network-level at capacity enrollment of the charter school will remain unchanged at 15,100 students. The charter school can change student enrollment between campuses based on parameters as may be set forth in the amendment so long as the overall network-level at capacity enrollment of the charter school does not change.

The Noble Network of Charter Schools also in its application requested (a) a change in the name of the Noble Street Charter School - Noble #17 Campus to the Noble Street Charter School - Mansueto High School Campus and (b) the identification of the independent facility at 5101 South Keeler Avenue as the temporary location for the Noble Street Charter School - Noble #17 Campus for the 2016-2017 school year. This Board approval of the relocation site for the Noble #17 Campus is contingent upon the subsequent approval of the facility by the CPS Facilities Department which shall include, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for that site.

In February 2016, the Noble Network of Charter Schools requested that its Noble Street Charter School – The Noble Academy Campus continue to occupy its temporary location at the CPS facility at 1443 North Ogden Avenue for the 2016-2017 school year.

A public hearing on the proposed changes was held on Tuesday, April 19, 2016. The hearing was recorded and a summary report is available for review.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools within the Office of Innovation and Incubation conducted a comprehensive evaluation of Noble's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial analysis, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on February 19, 2014 for all charter schools going through renewals to receive public comments, including Noble. The committee recommends that, based on the school's academic performance and on other accountability criteria, as well as the school's demonstration of intent to satisfy the below "Additional Terms and Conditions", Noble be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of Noble's charter and agreement is being extended for a five (5) year term commencing July 1, 2014 and ending June 30, 2019.

**ADDITIONAL TERMS AND CONDITIONS:** One additional term and condition which is included as an attachment to the Charter School Agreement with Noble Network of Charter Schools is as follows:

 By July 1 of every year of this Agreement, the Charter School shall submit to I&I the materials to be used for the upcoming academic year's student application, enrollment process and lottery, and school admission requirements. **AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment. Authorize the President and Secretary to execute the written Charter School Agreement and amendment. Authorize the Senior Director of the Office of New Schools Executive Director of the Office of Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the Chief Innovation and Incubation Officer to execute any documents related to the disbursement of the one-time incubation and startup funds for the ITW David Speer Academy Campus and The Noble Academy Campus.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

INCUBATION: Upon final approval of The Noble Academy proposal and submission of an Incubation Budget Plan by the Noble Network of Charter Schools, the Board will disburse an amount not to exceed \$320,000 in incubation funding for the Noble Street Charter School – ITW David Speer Academy and the Noble Street Charter School – The Noble Academy Campus. The use of the funding will be outlined by the Office of Innovation and Incubation.

**STARTUP FUNDING:** Upon the execution of the Charter School Agreement with Noble Network of Charter Schools, the Board will disburse an amount not to exceed \$523,939 in startup funding for the Noble Street Charter School – ITW David Speer Academy Campus and an amount not to exceed \$481,219 in startup funding for the Noble Street Charter School – The Noble Academy Campus. The use of the funding will be outlined by the Office of Innovation and Incubation.

**FINANCIAL:** The financial implications will be addressed during the development of the 2016-2017 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY16 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

President Clark abstained on Board Report 16-0427-EX14.

16-0427-EX15

AMEND BOARD REPORT 14-0528-EX6

AMEND BOARD REPORT 13-0522-EX102

AMEND BOARD REPORT 11-0223-EX2

APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A

CHARTER SCHOOL AGREEMENT WITH THE MONTESSORI NETWORK, INC.,

AN ILLINOIS NOT FOR PROFIT CORPORATION

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the granting of a charter and entering into a Charter School Agreement with The Montessori Network, Inc., for a five-year period. This approval is contingent upon final approval from the Board's Chief Executive Officer ("CEO") as detailed below. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date the CEO files a report with the Secretary of the Board indicating the CEO's final approval or denial of the charter school proposal and satisfactory resolution of all material issues related to the formation of the school. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

This May 2013 amendment is necessary to authorize The Montessori Network, Inc. to identify the CPS facility at 6550 South Seeley as the location of The Montessori School of Englewood Charter. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This May 2014 amendment is necessary to correct the grades served and the maximum enrollment in the May 2013 Board Report (13-0522-EX102). The language in the Board Report should be corrected to reflect the grades served at the charter school as K-6 with a maximum enrollment of 240 students. No written amendment to the Charter School Agreement is required.

This April 2016 amendment is necessary to authorize the relocation of the charter school to the CPS facility at 6936 South Hermitage Avenue beginning in the fall of 2016. The CEO asks that the Board grant a waiver from the Charter School Capital and Facility Budget Policy, 11-0427-PO1.

This April 2016 amendment is also necessary to reflect that the charter school is relocating to a facility that has the capacity to enable the charter school to serve grades K-8 with the corresponding maximum enrollment of 540 students as identified in its original proposal (Board Report 11-0223-EX2). The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report.

SCHOOL OPERATOR: The Montessori Network, Inc.

5248 N. Wayne Avenue Chicago, Illinois 60640 Phone: 773-808-1921

Contact: Rita Nolan, Executive Director

CHARTER SCHOOL: The Montessori School of Englewood Charter

6550 S. Seeley Avenue 6936 S. Hermitage Avenue

Chicago, Illinois 60636 Phone: 773-808-1921

Contact: Rita Nolan, Executive Director

OVERSIGHT: Office of Innovation and Incubation

125 S. Clark Street, 10th Floor 42 W. Madison, 3rd Floor

Chicago, IL 606032 773-553-1530

Contact Person: Jack Elsey, Chief Officer Mary K. Bradley, Executive Director

**DESCRIPTION:** The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that up to 70 charter schools may be operated in the city of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school.

CHARTER APPLICATION PROPOSAL: The Montessori School of Englewood Charter (the Montessori School) proposal was submitted by The Montessori Network, Inc. and received by the Board in August 2010. The Montessori School's mission is to prepare a new generation of students for lifelong academic, personal, and professional success through a rigorous, tuition-free K-6 Montessori education. The Montessori Method will encourage them to graduate from high school and college, fostering aspiration to excellence and cultivating personal commitment to a peaceful and sustainable global community. The Montessori classroom maximizes the development and capabilities of the individual student through a combination of instructional strategies: developmentally based hands-on materials and instructional methods, multi-sensory education, project-based learning, Socratic dialogue, individualized instruction, student choice, social justice education, a focus on relationships, and culturally responsive teaching. The Montessori School will ignite the minds and illuminate the hearts of its students. The school is slated to open in the fall of 2012 serving 90 students in grades K-2. At capacity, the school will serve 240 students in grades K-6. The school will be located at 6550 S. Seeley. Public hearings on charter school submissions submitted in 2010, as required by statute, were held on December 13, 2010, January 18, 2011, and February 17, 2011.

The school operator originally applied for approval to operate grades K-8 with up to 540 students, but the facility selected by the school operator could not support that program size; therefore, the school is authorized to only operate through grade 6 at this time. In the event the school operator identifies another site with a larger capacity, it may apply to amend its charter to add grades 7-8. The proposed amendment must be submitted to the Office of New Schools no later than July 1, 2016. [Paragraph inadvertently omitted from a previous board report.]

In March 2013, the CEO recommended to the Board that the CPS facility at 6550 South Seeley be identified as the location of The Montessori School of Englewood Charter. This site will require that The Montessori School of Englewood Charter share its facility with Luke O'Toole Elementary School. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1.

A public hearing on the proposed co-location was held on May 7, 2013 at Board Chambers, 125 South Clark, 5<sup>th</sup> floor. The hearing was recorded and a summary report is available for review.

In May 2014, the Office of Innovation and Incubation would like to correct the grades served and the maximum enrollment in the May 2013 Board Report (13-0522-EX102). The language in the Board Report should be corrected to reflect the grades served at the charter school as K-6 with a maximum enrollment of 240 students.

In January 2016, the Montessori Network, Inc. submitted an application to request the relocation of the charter school to the CPS facility at 6936 South Hermitage Avenue beginning in the fall of 2016 in order for the charter school to have the capacity to serve grades K-8 with the corresponding maximum enrollment of 540 students as identified in its original proposal (Board Report 11-0223-EX2). A public hearing on the proposed changes was held on Tuesday, April 19, 2016. The hearing was recorded and a summary report is available for review.

CONTINGENT APPROVAL: The granting of a charter by the Board and the entering into a Charter School Agreement is contingent upon the school operator meeting benchmarks detailed by the Office of New Schools including, but not limited to, obtaining the financing for, and the completion of, the renovations to the independent facility at the school site. These benchmarks will be communicated to the school operator in a formal Letter of Conditions with all deadlines to be met by January 15, 2012. The Office of New Schools will oversee the enforcement of these deadlines; failure to meet these deadlines may, at the option of the Board, result in the rescission of the authority granted herein and the denial of the charter school proposal. A final review of the charter school proposal will be conducted by the Chief Executive Officer. The Chief Executive Officer or his designee will file a report indicating the CEO's final approval or denial of the charter school proposal and satisfactory resolution of all material issues related to the formation of the school. The report will be filed with the Secretary of the Board on or before February 15, 2012. This final review will be conducted to determine compliance with the terms indicated above

**TERM:** The term of the Montessori School charter and agreement shall commence July 1, 2012 and end June 30, 2017.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the written Charter School Agreement and amendment. Authorize the Senior Executive Director of the Office of the Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

**FINANCIAL:** The financial implications will be addressed during the development of the 2044<u>16</u>-2045<u>17</u> fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY44<u>16</u> are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

# **GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 2006 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics — The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time shall be incorporated into and made a part of the agreement.

# AMEND BOARD REPORT 15-0527-EX15 AMEND BOARD REPORT 14-0122-EX19

CONSIDERATION OF A PROPOSAL FOR CHARTER AND CHARTER SCHOOL AGREEMENT SUBMITTED BY INTRINSIC SCHOOLS, AN ILLINOIS NOT-FOR-PROFIT CORPORATION (INTRINSIC CHARTER SCHOOL 2)

#### THE INTERIM CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Consideration of a proposal for charter and Charter School Agreement submitted by Intrinsic Schools, an Illinois not-for-profit corporation for a five-year term, beginning July 1, 2016. Approval will be contingent as detailed below. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board by within the timeframe specified below. The agreement presented for consideration herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this matter is stated below.

This May 2015 amendment is necessary to delay the opening of Intrinsic Charter School 2 from the fall of 2016 to the fall of 2016 and to extend the timeline for the school operator to meet the benchmarks for identifying a viable permanent location and any required public hearings. Intrinsic Schools has met all criteria outlined by the Office of Innovation and Incubation with the exception of identifying a viable permanent facility for the charter school. The specifics regarding this contingency and the requested submission were communicated to Intrinsic Schools in a second formal Letter of Conditions. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within the time specified in an amended Board Report authorizing final approval of this charter school proposal.

This April 2016 amendment is necessary to delay the opening of Intrinsic Charter School 2 from the fall of 2016 to the fall of 2017 and to extend the timeline for the school operator to meet the benchmarks for identifying a viable permanent location and any required public hearings. Also Intrinsic Schools shall conduct community engagement as outlined in the 2016 Request for Proposals by October 1, 2016. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within the time specified in an amended Board Report authorizing final approval of this charter school proposal.

SCHOOL OPERATOR: Intrinsic Schools

4540 West Belmont Avenue Chicago, Illinois 60641 Phone: 708-887-2735

Contact: Melissa Zaikos, Chief Executive Officer

CHARTER SCHOOL: Intrinsic Charter School 2

4540 West Belmont Avenue (Year 1)

Chicago, Illinois 60641 Phone: 708-887-2735

Contact: Melissa Zaikos, Chief Executive Officer

OVERSIGHT: Office of Innovation and Incubation

42 West Madison, 3<sup>rd</sup> Floor

Chicago, IL 60602 773-553-1530

Contact Person: Jack Elsey, Chief Innovation and Incubation Officer

Mary K. Bradley, Executive Director

**DESCRIPTION:** The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that up to 70 charter schools may be operated in the City of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school.

CHARTER APPLICATION PROPOSAL: The Intrinsic Charter School 2 proposal was submitted by Intrinsic Schools and received by the Board in two tiers: a Tier 1 proposal was due in September 2013, and a Tier 2 proposal completed the proposal in accordance with the Charter Schools Law, in December 2013. Intrinsic Charter School's mission is to prepare all students for 21st century post-secondary success and to cultivate independent, intellectually curious learners. To achieve this, the Intrinsic Charter School model leverages technology to personalize learning and is informed by the experience of great teachers. At Intrinsic Charter School, students will have the opportunities to navigate their own learning and find their passions through purposefully designed curricular experiences. The model includes three innovative features: personalized learning, student autonomy, and technology-enabled instruction. The school environment will balance high expectations, often seen at no-excuses charter schools, with the room to be inquisitive, characteristic of Montessori schools. The Intrinsic culture will be characterized by a focus on mastery, autonomy and community. The school is slated to open in the fall of 2016 serving a maximum of 186 students in grade 9. The school will add grades in subsequent years with an at capacity enrollment of 959 students in grades 7-12. The school will be located at 4540 W. Belmont in year 1 and will move to a location to be determined in the Northwest side.

A community meeting and a public hearing on charter school submissions submitted in 2013 were held on December 16, 2013 and January 7, 2014, respectively.

On March 4, 2015, Intrinsic Schools submitted a formal request to delay the opening of Intrinsic Charter School 2 from a fall 2015 opening to a fall 2016 opening. A public hearing was held on Thursday, May 21, 2015 to receive public comment on the proposed delay in school opening. The hearing was recorded and a summary report is available for review.

In March 2016, Intrinsic Schools notified the Office of Innovation and Incubation of the request to delay the opening of Intrinsic Charter School 2 from the fall of 2016 to the fall of 2017. The school operator shall be required to identify a facility and conduct community engagement outlined in the 2016 Request for Proposals by October 1, 2016.

A public hearing on the proposed delay was held on Tuesday, April 19, 2016. The hearing was recorded and a summary report is available for review.

**TERM:** If approved, the term of the Intrinsic Schools charter and agreement shall commence July 1, 204617 and end June 30, 202422.

CONTINGENT APPROVAL: Final approval of this proposal is contingent upon the 2013-2014 academic performance of the existing Intrinsic Charter School on the School Quality Rating Policy (SQRP) as indicated by the Chicago Public Schools' Office of Accountability. It is expected that the existing Intrinsic Charter School's 2013-2014 academic performance will result in a Level 1+ or Level 1 rating on the SQRP. Final approval is also contingent upon Intrinsic Schools submitting information regarding clear metrics and criteria to evaluate network and school leaders and a viable permanent facility by January 1, 2015. The specifics regarding these contingencies and the requested submission will be communicated by the Chief Executive Officer or her designee to Intrinsic Schools in formal Letter of Conditions. The Board hereby directs the Chief Executive Officer or her designee to monitor the deadlines set forth in the Letters of Conditions, oversee the evaluation of the submission by Intrinsic Schools, and provide a written report regarding compliance with the Letter of Conditions to the Board by October 1, 2014. Thereafter, his will be re-presented to the Board for a determination regarding whether the contingencies have been satisfied. Failure to meet this contingency according to the terms set forth in the Letter of Conditions may, at the option of the Board, result in the rescission of the authority granted herein.

On February 5, 2014, I&I outlined specifics regarding the contingencies in a formal Letter of Conditions.

On September 15, 2014, Intrinsic Schools submitted information regarding clear metrics and criteria to evaluate network and school leaders. In October 2014, I&I submitted a report to the Board stating that Intrinsic Schools met the requirements to submit clear metrics and criteria to evaluate network and school leaders. The existing Intrinsic Charter School 1 was rated a Level 1 on the SQRP based on its 2013-14 academic performance. On January 5, 2015, I&I sent an updated formal Letter of Conditions to Intrinsic Schools stating that Intrinsic Schools will need to submit information for a viable permanent facility for Intrinsic Schools 2 in order to open in the fall of 2016. On March 4, 2015, Intrinsic Schools submitted a formal request to delay the opening of Intrinsic Charter School 2 until the 2016-17 school year.

In March 2016, Intrinsic Schools notified the Office of Innovation and Incubation of the request to delay the opening of Intrinsic Charter School 2 from the fall of 2016 to the fall of 2017. The school operator shall be required to identify a facility and conduct community engagement outlined in the 2016 Request for Proposals by October 1, 2016

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement. Authorize the President and Secretary to execute the written Charter School Agreement. Authorize the Chief Executive Director of the Office of Innovation and Incubation-Officer to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Charter School Agreement as required by the Illinois State Board of Education.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

**FINANCIAL:** The financial implications will be addressed during the development of the <u>2016-2017-2018</u> fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY47<u>16</u> are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 2006 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics — The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time shall be incorporated into and made a part of the agreement.

#### 16-0427-EX17

#### AMEND BOARD REPORT 15-0527-EX2 AUTHORIZE RENEWAL OF THE ACADEMY FOR GLOBAL CITIZENSHIP CHARTER SCHOOL **AGREEMENT WITH CONDITIONS**

#### THE INTERIM CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Authorize renewal of the Academy for Global Citizenship Charter School Agreement (the "Charter School Agreement") with conditions for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This April 2016 amendment is necessary to authorize the relocation of the charter school to a new independent facility to be constructed at 44<sup>th</sup> Street and Laporte Avenue no earlier than the fall of 2018. The Academy for Global Citizenship shall submit written communication to the CEO or his designee on the exact address of the relocation site no later than six (6) months prior to the proposed effective date of relocation. This Board approval of the relocation site is contingent upon the subsequent approval of the facility by the CPS Facilities Department which shall include, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for that site. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board on or before May 23, 2018.

SCHOOL OPERATOR: Academy for Global Citizenship, an Illinois not-for-profit corporation

4647 West 47th Street Chicago, IL 60632 Phone: 773-582-1100

Contact Person: Sarah Elizabeth Ippel, Founder and Executive Director

CHARTER SCHOOL: Academy for Global Citizenship Charter School 4647 West 47th Street (2015-2018 school years)

Chicago, Illinois 60632

and

4941 West 46th Street (Annex) (2015-2018 school years)

Chicago, Illinois 60638 Phone: 773-582-1100

Contact Person: Anne Gillespie Jennifer Moore, Principal

and 44<sup>th</sup> Street and Laporte Avenue (no earlier than 2018-2019 school year)

Chicago, Illinois 60638

Contact Person: Jennifer Moore, Principal

**OVERSIGHT:** 

Office of Innovation and Incubation 42 West Madison Street, 3rd Floor

Chicago, IL 60602 773-553-1530

Contact Person: Jack-Elsey, Chief Innovation and Incubation Officer

Mary K. Bradley, Executive Director

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 09-1123-EX11) was for a term commencing July 1, 2010 and ending June 30, 2015 and authorized the operation of a charter school serving no more than 500 students in K through 8. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 11-0323-EX5: Approved the temporary location of some grades of the charter school at the CPS Hearst Annex at 4640 South Lamon Street beginning in the fall of 2011.
- Board Report 11-1214-EX4: Approved the charter school's use of the second floor of the CPS Hearst Annex at 4640 South Lamon Street beginning in the fall of 2012.
- Board Report 13-0424-EX4: Approved the correction of the address of the CPS Hearst Annex from 4640 South Lamon Street to 4941 West 46th Street.

**CHARTER RENEWAL PROPOSAL:** Academy for Global Citizenship submitted a renewal proposal on November 17, 2014 to continue the operation of Academy of Global Citizenship Charter School (AGC). The charter school shall be located at 4647 West 47<sup>th</sup> Street and 4941 West 46<sup>th</sup> Street (annex) and shall serve grades K through 8 with a maximum enrollment of 500 students.

The agreement will incorporate an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

In January 2016, Academy for Global Citizenship submitted an application to request a relocation of its charter school to a new independent facility to be constructed at 44<sup>th</sup> Street and Laporte Avenue. The charter school is slated to relocate from the independent facility at 4647 West 47<sup>th</sup> Street and the CPS facility at 4941 West 46<sup>th</sup> Street (Hearst Annex) no earlier than the fall of 2018. The Academy for Global Citizenship shall submit written communication to the CEO or his designee on the exact address of the relocation site no later than six (6) months prior to the proposed effective date of relocation. This Board approval of the relocation site is contingent upon the subsequent approval of the facility by the CPS Facilities Department which shall include, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for that site.

A public hearing on the proposed relocation was held on Tuesday, April 19, 2016. The hearing was recorded and a summary report is available for review.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of Innovation and Incubation conducted a comprehensive evaluation of AGC's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial performance, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on May 20, 2015 for all charter schools going through renewals to receive public comments, including AGC. The Office of Innovation and Incubation recommends that, based on the school's performance on these and other accountability criteria, as well as the school's demonstration of intent to satisfy the "Additional Terms and Conditions" referred to herein below, AGC be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of AGC's charter and agreement is being extended for a five (5) year term commencing July 1, 2015 and ending June 30, 2020.

**ADDITIONAL TERMS AND CONDITIONS:** AGC's charter and agreement shall be recommended for renewal with the following condition to be included in the agreement:

- On or before September 15, 2015, AGC must demonstrate full resolution of facility and ADA issues including, but not limited to, the following:
  - o Accessibility needs to be increased in the restrooms, playground and parking areas for its students and parents with disabilities:
  - o No room signage throughout the school has Braille & raised lettering; and
  - o Objects are overextended into the corridors and into students' circulation path without cane-detectability.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment. Authorize the President and Secretary to execute the written Charter School Agreement and amendment. Authorize the Chief Executive Director of the Office of Innovation and Incubation Officer to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Charter School Agreement required by the Illinois State Board of Education.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2015-2016 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY45<u>16</u> are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

## **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

#### 16-0427-EX18

# AMEND BOARD REPORT 15-0527-EX28 AMEND BOARD REPORT 14-0924-EX3 AMEND BOARD REPORT 14-0528 EX14

AUTHORIZE THE ESTABLISHMENT OF EXCEL ACADEMY OF WOODLAWN (NOW KNOWN AS EXCEL ACADEMY OF SOUTH SHORE) AND ENTERING INTO
A SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT WITH CAMELOT ALT EDILLINOIS, LLC, AN ILLINOIS, LIMITED LIABILITY COMPANY

# THE INTERIM CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Authorize the establishment of Excel Academy of Woodlawn at 6145 South Ingleside, and approve entering into a School Management and Performance Agreement with Camelot Alt Ed-Illinois, LLC, an Illinois limited liability company, for the operation of Excel Academy of Woodlawn. A written School Management and Performance Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this Board Report. Information pertinent to this matter is stated below.

This September 2014 amendment is necessary to temporarily change the location of Excel Academy of Woodlawn from 6145 S. Ingleside to the CPS facility at 7530 S. South Shore Drive for the 2014-2015 school year. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this amended Board Report.

This May 2015 amendment is necessary to approve an extension for Excel Academy of Woodlawn to continue temporarily occupying the CPS facility at 7530 S. South Shore Drive (the "Powell Facility") for the 2015-2016 school year. The authority granted herein shall automatically rescind in the event a written amendment to the School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this amended Board Report.

This April 2016 amendment is necessary to (a) change the name of the Excel Academy of Woodlawn to Excel Academy of South Shore and (b) approve the permanent location of the contract school at the CPS Powell Facility at 7530 S. South Shore Drive beginning in the 2016-2017 school year. The authority granted herein shall automatically rescind in the event a written amendment to the School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this amended Board Report.

SCHOOL OPERATOR: Camelot Alt Ed-Illinois, LLC

7500 Rialto Blvd Building 1, Suite 260 Austin, TX 78735 Phone: (512) 858-9900 Contact Person: Joseph Carter

CONTRACT SCHOOL: Excel Academy of Woodlawn (now known as Excel Academy of South Shore)

7530 S. South Shore Drive Chicago, IL 60649 Phone: (512) 858-9900 Contact Person: Joseph Carter

OVERSIGHT:

Office of Innovation and Incubation 42 West Madison, 3<sup>rd</sup> Floor

Chicago, IL 60602 773-553-1530

Contact Person: Jack Elsey, Chief Innovation and Incubation Officer

Mary K. Bradley, Executive Director

# **DESCRIPTION:**

School Designation: Pursuant to 105 ILCS 5/34-1.1, 105 ILCS 5/34-18(30) and the contingent authority granted by the Board on June 26, 2013 in Board Report 13-0626-EX3, Excel Academy of Woodlawn will open in the fall of 2014 as a Contract School located at 6145 South Ingleside Avenue. The Board hereby designates the Excel Academy of Woodlawn as a Contract School pursuant to 105 ILCS 5/34-2.4b.

As of late September 2014, the location of Excel Academy of Woodlawn shall be changed temporarily from 6145 S. Ingleside to 7530 S. South Shore Drive for the 2014-2015 school year.

In February 2015, Camelot Alt Ed-Illinois, LLC submitted a material modification to continue operating the Excel Academy of Woodlawn temporarily at the CPS facility at 7530 S. South Shore Drive for the 2015-2016 school year.

The Chief Innovation and Incubation Officer is requiring Camelot Alt Ed-Illinois, LLC to, by no later than June 30, 2015, provide an interim ADA Programmatic Access Plan, which must be implemented and adhered to by no later than September 8, 2015.

If by June 30, 2015, Camelot and CPS agree that this school will remain at the Powell Facility for the remaining term of the agreement (which shall require Board approval and a subsequent amendment); Camelot Alt Ed-Illinois must provide a long-term ADA plan, which should include the installation plan for an elevator. The long-term ADA plan and installation of the elevator at this facility must be fully executed by no later than the start of the 2016-2017 school year. The plan and execution of the ADA improvements will be funded by Camelot Alt Ed-Illinois, LLC.

In January 2016, Camelot Alt Ed-Illinois, LLC submitted an application to request (a) a change in the name of the Excel Academy of Woodlawn to Excel Academy of South Shore and (b) approval to permanently locate the contract school at the CPS Powell Facility at 7530 S. South Shore Drive beginning in the 2016-2017 school year. Camelot Alt Ed-Illinois, LLC has provided a long-term ADA plan, which includes the installation plan for an elevator at this facility which must be fully completed by the start of the 2016-2017 school year. The execution of the ADA improvements will be funded by Camelot Alt Ed-Illinois, LLC.

<u>Public Hearing</u>: A public hearing on the opening of Excel Academy of Woodlawn as a Contract School at 6145 South Ingleside Avenue was held on May 20, 2014 in the Board Chambers. The hearing was recorded and a summary report of the hearing is available for review.

A public hearing on the proposed temporary change of location to 7530 S. South Shore Drive will be held on Monday, September 22, 2014. The hearing was recorded and a summary report is available for review.

A public hearing on the proposed extension of the temporary location of the school at 7530 S. South Shore Drive was held on Thursday, May 21, 2015. The hearing was recorded and a summary report is available for review.

A public hearing on the proposed changes was held on Tuesday, April 19, 2016. The hearing was recorded and a summary report is available for review.

Request for Proposals: In January 2013, the CEO made available the Request for Proposals for Alternative Options ("RFP") to solicit responses from parties interested in starting or expanding schools or programs to serve out-of-school youth or students at-risk of academic failure. The Excel Academy of Woodlawn proposal was submitted by Camelot Alt Ed-Illinois, LLC in response to that RFP. The proposal was evaluated using the criteria pursuant to the Framework for Evaluation set forth in the RFP and on June 26, 2013, the Board provided contingent approval of the proposal (Board Report 13-0626-EX3) upon the school operator meeting the benchmark identified by the Office of Innovation and Incubation which was the identification of a school site. The CEO determined that Camelot Alt Ed-Illinois, LLC met that contingency.

<u>Enrollment</u>: Excel Academy of Woodlawn will be a citywide school that will enroll students in grades 9-12 who are having challenges in the normal school setting or who may have dropped out of school or are atrisk of dropping out. Students will be admitted on an ongoing basis provided that seats are available. If there are more applicants than seats available, applicants will be placed on a waiting list and a random student admissions lottery will be conducted on a quarterly basis. Excel Academy of Woodlawn will accept enrollment for up to 250 students who will be recruited by the school for placement with the assent of the Office of Innovation and Incubation.

<u>Curriculum</u>: Excel Academy of Woodlawn will provide an alternative education program focused on youth who are at-risk or have dropped out of a traditional school. The program shall be designed to prepare students for graduation from high school and provide a post-secondary path. Excel Academy of Woodlawn will issue diplomas to students who successfully complete the program in accordance with state and CPS requirements.

Advisory Body: A school advisory body will be established in a timely manner pursuant to 105 ILCS 5/34-2.4b in the following manner: the CEO or her designee in consultation with Camelot Alt Ed-Illinois, LLC shall develop the composition and duties of the advisory body for approval by the Board. Such requirements shall be included in the agreement with Camelot Alt Ed-Illinois, LLC. The members of the advisory body will be appointed by the Board upon the recommendation of the CEO or her designee.

School Management Description: At a minimum, the School Management and Performance Agreement will address student academic outcomes and financial and management practices of the school and shall reflect resolution of any and all outstanding issues between the Board and the school operator including, but not limited to, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. In accordance with Board policy, contract schools may request exemptions from Board Rules and Policies or alternative policies subject to and upon Board approval.

<u>Term:</u> The term of the School Management and Performance Agreement shall commence July 1, 2014 and end June 30, 2019. Camelot Alt Ed-Illinois, LLC and the Excel Academy of Woodlawn's designation as a Contract School will expire on June 30, 2019 unless renewed or terminated earlier by the Board.

**COMPENSATION:** Camelot Alt Ed-Illinois, LLC will be paid on a per-pupil basis for the operation of the Excel Academy of Woodlawn.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the school operator, in the written School Management and Performance Agreement and amendment. Authorize the President and Secretary to execute the written School Management and Performance Agreement and amendment. Authorize the Chief Executive Director of the Office of Innovation and Incubation Officer to execute any deciments related to the disbursement of the one-time incubation and startup funds for the Excel Academy of Woodlawn.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

**INCUBATION:** Upon the final approval of this contract school proposal and the submission of an Incubation Budget Plan by Camelot Alt Ed-Illinois, LLC, the Board will disburse an amount not to exceed \$160,000 in incubation funding for the Excel Academy of Woodlawn. The use of the funding will be outlined by the Office of Innovation and Incubation.

**STARTUP FUNDING:** Upon the execution of the School Management and Performance Agreement with Camelot Alt Ed-Illinois, LLC, the Board will disburse an amount not to exceed \$502,579 in startup funding for the Excel Academy of Woodlawn. The use of the funding will be outlined by the Office of Innovation and Incubation.

**FINANCIAL:** The financial implications will be addressed during the development of the 2045<u>16</u>-2046<u>17</u> fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY45<u>16</u> are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

**PERSONNEL IMPLICATIONS:** As a contract school, Excel Academy of Woodlawn will employ its own principal, teachers and staff.

#### **GENERAL CONDITIONS:**

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time shall be incorporated into and made a part of the agreement.

# 16-0427-EX19

# AMEND BOARD REPORT 15-0527-EX12 AUTHORIZE RENEWAL OF THE LEGACY CHARTER SCHOOL AGREEMENT

# THE INTERIM CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Authorize renewal of the Legacy Charter School Agreement (the "Charter School Agreement") for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This April 2016 amendment is necessary to delay the relocation date of the charter school to the new facility to constructed at 3318 West Ogden Avenue until no later than the fall of 2017. This Board approval of the relocation site is contingent upon the subsequent approval of the facility by the CPS Facility Department which shall include, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for that site. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board on or before May 24, 2017.

SCHOOL OPERATOR/ Legacy Charter School, an Illinois not-for-profit corporation CHARTER SCHOOL: 4217 West 18<sup>th</sup> Street (2015-1617 school years only)

Chicago, Illinois 60623

and

330018 West Ogden Avenue (beginning no later than 201617-18 school year)

Chicago, Illinois 60623 Phone: 773-542-1640

Contact Person: Lisa Kenner, Principal

**OVERSIGHT:** 

Office of Innovation and Incubation 42 West Madison Street, 3<sup>rd</sup> Floor

Chicago, Illinois 60602 Phone: 773-553-1530

Contact Person: Jack-Elsey, Chief-Innovation and Incubation Officer

Mary K. Bradley, Executive Director

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 05-0126-EX7) was for a term commencing July 1, 2005 and ending June 30, 2010, and authorized the operation of a charter school serving no more than 482 students in grades K through 8. The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2010 and ending June 30, 2015 (authorized by Board Report 10-0526-EX9). The charter and Charter School Agreement were subsequently amended as follows:

 Board Report 11-0622-EX3: Approved the increase in the maximum enrollment of the charter school by 72 students to 554 students beginning in the fall of 2011.

**CHARTER RENEWAL PROPOSAL:** Legacy Charter School (Legacy) submitted a renewal proposal on November 17, 2014 to continue the operation of Legacy. The charter school shall be located at 4217 West 18<sup>th</sup> Street and shall serve grades K through 8 with a maximum enrollment of 554 students.

In November 2014, Legacy Charter School proposed to build a facility to relocate its charter school at 3300 West Ogden Avenue for the fall of 2016. Board approval of this site shall be contingent upon the subsequent approval of the facility by the CPS Facility Department. A public hearing on the proposed relocation was held on Thursday, May 21, 2015. The hearing was recorded and a summary report is available for review.

If Legacy Charter School is authorized to operate a pre-kindergarten program in the same building as the charter school, the children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the Charter School Agreement. To the extent the Board provides funding for the pre-kindergarten program, that program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and Legacy Charter School for the operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract.

The agreement will incorporate an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

In January 2016, Legacy Charter School submitted an application to request a delay in the relocation date of the charter school to the new facility to constructed at 3318 West Ogden Avenue until no later than the fall of 2017. This Board approval of the relocation site is contingent upon the subsequent approval of the facility by the CPS Facility Department which shall include, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for that site. A public hearing on the delay of the proposed relocation was held on Tuesday, April 19, 2016. The hearing was recorded and a summary report is available for review.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of Innovation and Incubation conducted a comprehensive evaluation of Legacy's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial performance, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on May 20, 2015 for all charter schools going through renewals to receive public comments, including Legacy. The Office of Innovation and Incubation recommends that, based on the school's performance on these and other accountability criteria, Legacy be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of Legacy's charter and agreement is being extended for a five (5) year term commencing July 1, 2015 and ending June 30, 2020.

**ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions are included as an attachment to the Charter School Agreement with Legacy Charter School.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment. Authorize the President and Secretary to execute the written Charter School Agreement and amendment. Authorize the Chief Executive Director of the Office of Innovation and Incubation Officer to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Charter School Agreement required by the Illinois State Board of Education.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2015-2016 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY4516 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

#### 16-0427-EX20

## **AMEND BOARD REPORT 15-0527-EX18** AMEND BOARD REPORT 12-0328-EX12 APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH PERSPECTIVES CHARTER SCHOOL

## THE INTERIM CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with Perspectives Charter School for an additional 5-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This May 2015 amendment is necessary to identify the independent facility at 8522 South Lafayette Avenue as the new location of Perspectives Charter School – Leadership Academy Campus and High School of Technology Campus beginning in the fall of 2016. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board on or before May 25, 2016.

This April 2016 amendment is necessary to delay the relocation date of the Perspectives Charter School -Leadership Academy Campus and High School of Technology Campus to the independent facility at 8522 South Lafayette Avenue until the fall of 2017. This Board approval of the relocation site is contingent upon the subsequent approval of the facility by the CPS Facility Department which shall include, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for

This April 2016 amendment is also necessary to rescind the authority to open the Perspectives Charter School - Chicago Lawn Campus as the site for this campus has not been identified. The overall at capacity enrollment of the charter school will remain at 2,600 students as it never included that campus' at capacity enrollment of 600 students. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board on or before May 24, 2017.

SCHOOL OPERATOR/ Perspectives Charter School

CHARTER SCHOOL: 601 South LaSalle Street, Suite 700

Chicago, Illinois 60605 Phone: (312) 604-2123

Contact Person: Rhonda Hopps, CEO

OVERSIGHT:

Office of Innovation and Incubation 42 West Madison Street, 3rd Floor

Chicago, IL 60602 (773) 553-1530

Contact Person: Jack Elsey, Chief Innovation and Incubation Officer

Mary K. Bradley, Executive Director

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 97-0122-EX4) was for a term commencing July 1,1997 and ending June 30, 2002 and authorized the operation of a charter school focusing on college preparation and character development for students in grades 6-12. The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2002 and ending June 30, 2007 (authorized by Board Report 01-1128-EX2). The charter and Charter School Agreement were further renewed for a term commencing July 1, 2007 and ending June 30, 2012 (authorized by Board Report 07-0523-EX6). The charter and Charter School Agreement were subsequently arnended as follows:

- Board Report 07-1024-EX4: Approved the increase of the at capacity enrollments from 500 to 540 at the following campuses for the 2007 2008 school year: Calumet High School Campus, Calumet Middle School Campus, and Calumet School of Technology; the increase of the overall at capacity enrollment of the whole charter school by 120 students to 2,020 for the 2007 2008 school year; the establishment of two new campuses in the fall of 2008: the Math and Science Academy Campus at a location yet to be determined with an at capacity enrollment of 580 students and the Chicago Lawn Campus at a location yet to be determined with an at capacity enrollment of 600 students; and the increase of the overall at capacity enrollment of the whole charter school by 1,180 students to 3,200 for the 2008 2009 school year.
- Board Report 08-0326-EX7: Approved the identification of a site for the Perspectives Charter School-Math and Science Academy Campus at 3663 S. Wabash Avenue and the change in the start date of the Perspectives Charter School-Chicago Lawn Campus from 2008 to the fall of 2009.
- Board Report 08-0723-EX11: Approved the name change of the Perspectives Charter School South Loop Campus to the Perspectives Charter School Rodney D. Joslin Campus, the increase of the first year enrollment at the Perspectives Charter School Math and Science Academy Campus by 27 students to 270, and the correction of grades served at the Perspectives Calumet High School Campus to grades 9 12.
- Board Report 09-0225-EX11: Approved the change in grades at the Perspectives Charter School

   Calumet Middle School Campus from 7 through 8 to 6 through 8 and the change in the start
  date of Perspectives Charter School-Chicago Lawn Campus from the fall of 2009 to a date to be
  determined.

The charter and Charter School Agreement were amended and restated to approve the following: the name change of the Perspectives Charter School - Calumet Middle School Campus to Perspectives Charter School - Middle Academy Campus, the name change of the Perspectives Charter School - Calumet School of Technology to Perspectives Charter School - High School of Technology, and the name change of the Perspectives Charter School - Calumet High School Campus to Perspectives Charter School - Leadership Academy (Board Report 10-0922-EX11).

CHARTER RENEWAL PROPOSAL: Perspectives Charter School submitted a renewal proposal on September 1, 2011, to continue the operation of the Perspectives Charter School under a unified mission to provide a college preparatory education focused on character development. In January 2012, Perspectives Charter School submitted a material modification to consolidate the Perspectives Charter School — Middle Academy Campus which serves grades 6 through 8 and the Perspectives Charter School — Leadership Academy which serves grades 9 through 12 into one campus. The charter school shall serve grades 6 through12 with a maximum enrollment of 2,600 students.

The agreement incorporates an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to academic, financial and operational performance.

Establishment of the Chicago Lawn Campus and the corresponding change to enrollment are contingent upon any required public hearings, evidence of community support and Board approvals of the start date of the campus opening and proposed campus site as indicated by subsequent amendments to this Board Report

In February 2015, Perspectives Charter School submitted a material modification to identify the new independent facility at 8522 South Lafayette Avenue as the new location of the Perspectives Charter School – Leadership Academy Campus and High School of Technology Campus. The Leadership Academy and High School of Technology Campuses are slated to relocate to the new location beginning in the fall of 2016. Board approval of this site shall be contingent upon the subsequent approval of the facility by the CPS Facility Department. A public hearing on the proposed campus relocations was held on Thursday, May 21, 2015. The hearing was recorded and a summary report is available for review.

In January 2016, Perspectives Charter School submitted an application to request a delay in the relocation date of the Perspectives Charter School – Leadership Academy Campus and High School of Technology Campus to the independent facility at 8522 South Lafayette Avenue until the fall of 2017. This Board approval of the relocation site is contingent upon the subsequent approval of the facility by the CPS Facility Department which shall include, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for that site.

This April 2016 amendment is also necessary to rescind the authority for the charter operator to open the Perspectives Charter School – Chicago Lawn Campus as the site for this campus has not been identified. The overall at capacity enrollment of the charter school will remain at 2,600 students as it never included that campus' at capacity enrollment of 600 students.

A public hearing on the proposed changes was held on Tuesday, April 19, 2016. The hearing was recorded and a summary report is available for review.

Campus Name	Year Opened	Address	At Capacity Grades	2012-2013 Enrollment	At Capacity Enrollment
Rodney D. Joslin	1997	1930 S. Archer	6-12	380	400
Leadership Academy	2006	8131 S. May Street 8522 S. Lafayette Avenue (in fall of 20176)	6-12	924	1080
High School of Technology	2007	8131 S. May Street 8522 S. Lafayette Avenue (in fall of 20176)	9-12	546	540
Math and Science Academy	2008	3663 S. Wabash Avenue	6-12	580	580
Chicago Lawn	TBD	TBD	6-12	TBD	600

CHARTER EVALUATION: After receiving the charter renewal proposal, the Portfolio Office conducted a comprehensive evaluation of Perspective Charter School's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial analysis, performance analysis and academic site visits of the High School of Technology, Math and Science Academy, and Rodney D. Joslin campuses in which teaching and learning, leadership and governance, and learning communities were assessed. A public hearing was conducted on Tuesday, March 20, 2012 to receive public comments on the application to renew the Charter School Agreement with Perspectives Charter School for an additional five years. From 2007-2008 to 2010-2011, Perspectives Charter School received 16 of 50 high ratings, 20 of 50 middle ratings, and 14 of 50 low ratings on the absolute student indicators found in the framework put forth in 2007 for assessing charter school pupil performance. From 2007-2008 to 2010-2011, Perspectives Charter School's student attendance averaged approximately 90.7%. In 2010-2011, approximately 19.9% of Perspectives Charter School students met or exceeded state standards on the PSAE Composite, an increase of 2.1 percentage points from 2007-2008. In 2010-2011, the percentage of students meeting/exceeding state standards on the ISAT Composite was 75%, an increase of 14.6 percentage points from 2007-2008. In 2011, Perspectives Charter School was rated a Level 3 school at the high school level and a Level 3 school at the elementary school level, in accordance with the Performance, Remediation, and Probation Policy, the most recent framework put forth by the district for assessing charter pupil performance. The committee recommends that, based on the school's performance on these and other accountability criteria, Perspectives Charter School be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of Perspective Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2012 and ending June 30, 2017.

ADDITIONAL TERMS AND CONDITIONS: Additional terms and conditions will be communicated to the charter school and included as an attachment to the Charter School Agreement with Perspectives Charter School.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the written Charter School Agreement and amendment. Authorize the Executive Director of the Office of New Schools and Programs Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2015-2016 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY4516 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

#### 16-0427-EX21

## AMEND BOARD REPORT 15-0929-EX5 AMEND BOARD REPORT 15-0527-EX24 AUTHORIZE RENEWAL OF THE YOUTH CONNECTION CHARTER SCHOOL AGREEMENT

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Authorize renewal of the Youth Connection Charter School Agreement (the "Charter School Agreement") for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This September 2015 amendment is necessary to ratify the voluntary suspension of educational services at the YCCS Virtual High School Campus for the 2015-2016 school year. The 191 seats that were once allocated to the YCCS Virtual High School Campus have been temporarily redistributed across the 15 YCCS campuses as identified below. Youth Connection Charter School must notify the Office of Innovation and Incubation (I&I) of its intention to reinstate its educational services at YCCS Virtual High School Campus for the 2016-2017 school year by submitting a material modification that proposes a new campus location and outlines the educational and operational practices at the campus.

This September 2015 amendment is also necessary to ratify the approval of Charles Hamilton Houston Alternative High School Campus to remain at its location at 7847 S. Jeffery Boulevard until YCCS has provided I&I with all necessary zoning and occupancy permits and health and safety approvals for that campus to relocate into the independent facility at 6620 S. King Drive. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report.

This April 2016 amendment is necessary to (a) change the name of the Association House - El Cuarto Ano Campus to Association House High School Campus, (b) extend the suspension of the YCCS Virtual High School Campus for one additional year until the 2017-2018 school year and (c) update the location for Charles Hamilton Houston Alternative High School Campus to 6620 South King Drive. The authority granted herein shall automatically rescind in the event a written amendment to the Charler School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report.

SCHOOL OPERATOR/ Youth Connection Charter School (YCCS), an Illinois not-for-profit corporation

CHARTER SCHOOL: 10 W. 35th Street, Suite 11F4-2

Chicago, Illinois 60616

(312) 328-0799

Contact Person: Sheila Venson, Executive Director

OVERSIGHT:

Office of Innovation and Incubation 42 West Madison Street, 3<sup>rd</sup> Floor

Chicago, IL 60602 Phone: 773-553-1530

Contact Person: Elizabeth Kirby, Chief of School Strategy and Planning

Mary K. Bradley, Executive Director

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 97-0723-EX9) was for a term commencing August 1, 1997 and ending June 30, 2002. The agreement authorized YCCS to operate a multiple-campus charter school serving dropouts throughout Chicago. The agreement also limited their enrollment to no more than 1850 students. YCCS is governed by a single board with uniform policies that apply to all campuses regarding admissions, curriculum, school calendar, student assessments, performance goals, student discipline and employment policies. The charter and Charter School Agreement (authorized by Board Report 02-0424-EX02) were subsequently renewed for a term commencing July 1, 2002 and ending June 30, 2007. The agreement authorized YCCS to operate a multiple campus charter school with an enrollment gradually increasing to a maximum enrollment of 3200 students in 2006-07. The charter and Charter School Agreement were further renewed (authorized by Board Report 07-0627-EX7) for a term commencing July 1, 2007 and ending June 30, 2012. The charter and Charter School Agreement (authorized by Board Report 12-0328-EX14) were further renewed for a term commencing July 1, 2012 and ending June 30, 2015, serving no more than 4,004 students. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 12-0725-EX4: Approved the relocation of Charles Hamilton Houston Alternative High School to 4701 S. King Drive and the removal of the Rudy Lozano Leadership Academy from the list of YCCS Campuses. Also approved the relocation of the Innovations High School of Arts Integration to 17 N. State Street and the correction of the at capacity enrollment at each of the YCCS Campuses.
- Board Report 12-0822-EX5: Approved the establishment of a new campus called YCCS Chatham Academy opening in the fall of 2012 with an at capacity enrollment of 141 students.
- Board Report 13-0123-EX3: Approved the relocation of Charles Hamilton Houston Alternative High School to 7847 South Jeffrey Boulevard, effective January 31, 2013, and the removal of the Paul Simon Academy (Job Corps) from the list of YCCS Campuses. The 40 seats that were once allocated to the Paul Simon Academy (Job Corps) were redistributed across the following 5 YCCS Campuses: Dr. Pedro Albizu Campos Puerto Rican High School (5 seats), Community Services West-Community Christian Academy (5 seats), Innovations High School of Arts Integration (5 seats), West Town Academy Alternative High School (15 seats) and Howard Area Alternative High School (10 seats).
- Board Report 13-0724-EX4: Approved the removal of Options Laboratory School (175 seats) and the Howard Area Alternative High School (114 seats) from the list of YCCS campuses. The 289 seats that were allocated to both campuses were redistributed across the following YCCS campuses: Ada S. McKinley- Lakeside (11 seats), YCCS Chatham Academy (40 seats), Sullivan House Alternative High School (54 seats), Jane Adams (5 seats), Olive Harvey Middle College High School (5 seats), Truman Middle College High School (10 seats), YCCS Virtual High School (26 seats), Association House El Cuarto Ano (15 seats), Innovations High School of Arts Integration (37 seats), West Town Academy Alternative High School (14 seats), Austin Career Education Center (5 seats), ASPIRA Antonia Pantoja (17 seats) and Westside Holistic Leadership Academy (50 seats). Also approved the correction of the effective date of the relocation of the Charles Hamilton Houston Alternative High School from 4701 South King Drive to 7847 South Jeffrey Boulevard from January 31, 2013 to July 1, 2013.

CHARTER RENEWAL PROPOSAL: Youth Connection Charter School submitted a renewal proposal on November 12, 2014 to continue the operation of a multi-campus charter school serving dropouts throughout the city under a unified mission. The charter school shall serve grades 9 through12 with a maximum enrollment of 4,217 students.

In April 2015, Youth Connection Charter School submitted a material modification to change the location of its Charles Hamilton Houston Alternative High School Campus to 6620 S. King Drive. A public hearing on the proposed relocation was held on Thursday, May 21, 2015. The hearing was recorded and a summary report is available for review.

The agreement will incorporate an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

In July 2015, Youth Connection Charter School submitted a material modification to voluntarily suspend educational services at the YCCS Virtual High School Campus for the 2015-2016 school year. The 191 seats that were once allocated to the YCCS Virtual High School Campus have been temporarily redistributed across the following 15 YCCS campuses: Community Service West - Academy of Scholastic Achievement (20 seats), ASPIRA - Antonia Pantoja (10 seats), Association House - El Cuarto Ano (5 seats), Austin Career Education Center (10 seats), Community Services West - Community Christian Academy (10 seats), YCCS Chatham Academy (23 seats), Charles Hamilton Houston Alternative High School (10 seats), Community Youth Development Institute (10 seats), Dr. Pedro Albizu Campos Puerto Rican High School (5 seats), Innovations High School of Arts Integration (15 seats), Jane Addams (5 seats), Latino Youth Alternative High School (8 seats), Olive Harvey Middle College High School (10 seats), Sullivan House Alternative High School (30 seats) and West Town Academy Alternative High School (20 seats). Youth Connection Charter School must notify the Office of Innovation and Incubation (1&I) of its intention to reinstate its educational services at YCCS Virtual High School Campus for the 2016-2017 school year by submitting a material modification that proposes a new campus location and outlines the educational and operational practices at the campus.

In July 2015, Youth Connection Charter School submitted a material modification requesting that the Charles Hamilton Houston Alternative High School Campus remain at its location at 7847 S. Jeffery Boulevard. Youth Connection Charter School must provide I&I with all necessary zoning and occupancy permits and health and safety approvals in order for that campus to relocate into the independent facility at 6620 S. King Drive.

The public hearing on the proposed changes was held on Tuesday, September 22, 2015. The hearing was recorded and a summary report is available for review.

In January 2016, Youth Connection Charter School submitted an application to request (a) a change in the name of the Association House - El Cuarto Ano Campus to Association House High School Campus and (b) approval to extend the suspension of the YCCS Virtual High School Campus for one additional year until the 2017-2018 school year.

Also, in January 2016, Youth Connection Charter School relocated its Charles Hamilton Houston Alternative High School Campus into the independent facility at 6620 South King Drive after receiving the approval of I&I and the CPS Facilities Department which included, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for that site.

A public hearing on the proposed changes was held on Tuesday, April 19, 2016. The hearing was recorded and a summary report is available for review.

Campus Name	Address	At Capacity Grades	At Capacity Enrollment
Community Service West- Academy of Scholastic Achievement	4651 W. Madison Street	9-12	237
Ada S. McKinley - Lakeside	2920 S. Wabash Avenue	9-12	204
ASPIRA - Antonia Pantoja	3121 N. Pulaski Avenue	9-12	192
Association House - El Cuarto Año Association House High School	1116 N. Kedzie Avenue, 4 <sup>th</sup> Floor	9-12	155
Austin Career Education Center	5352 W. Chicago Avenue	11-12	195
Community Services West - Community Christian Academy	1231 S. Pulaski Avenue	9-12	241
YCCS Chatham Academy	9035 S. Langley Avenue	9- 12	204
Charles Hamilton Houston Alternative High School	7847 S. Jeffery Blvd.* 6620 S. King Drive	9-12	151
Community Youth Development Institute	7836 S. Union Street	10 -12	260
Dr. Pedro Albizu Campos Puerto Rican High School	2739 W. Division Street & 2700 W. Haddon Avenue	9-12	184
Innovations High School of Arts Integration	17 N. State Street	9-12	366
Jane Addams	1814 S. Union Street	9-12	210_
Latino Youth Alternative High School	2001 S. California Avenue	9-12	201
Olive Harvey Middle College High School	10001 S. Woodlawn Avenue	9-12	199
Sullivan House Alternative High School	8164 S. South Chicago Ave.	9-12	334
Truman Middle College High School	1145 W. Wilson Avenue	9-12	210 0 (voluntary
YCCS Virtual High School	<u>TBD</u>	<u>TBD</u>	suspension for 2015-16 <u>and</u> 2016-17 school years)
West Town Academy Alternative High School	500 N. Sacramento Blvd.	9-12	189_
Westside Holistic Leadership Academy	4909 W. Division Street	9- 12	235
Youth Connection Leadership	3424 S. State Street	9-12	250

<sup>\*</sup> Campus will move to 6620 S. King Drive after necessary facility approvals and permits are submitted to I&I.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of Innovation and Incubation conducted a comprehensive evaluation of Youth Connection Charter School's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial performance, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on May 20, 2015 for all charter schools going through renewals to receive public comments, including Youth Connection Charter School. The Office of Innovation and Incubation recommends that, based on the school's performance on these and other accountability criteria, Youth Connection Charter School be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of Youth Connection Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2015 and ending June 30, 2020. The YCCS Virtual High School Campus has been suspended for the 2015-2016 and 2016-2017 school years.

**ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions are included as an attachment to the Charter School Agreement with Youth Connection Charter School.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment. Authorize the President and Secretary to execute the written Charter School Agreement and amendment. Authorize the Chief Executive Director of the Office of Innovation and Incubation Officer—to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Charter School Agreement required by the Illinois State Board of Education.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2015<u>16</u>-2016<u>17</u> fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY15<u>16</u> are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

Also, as a result of the proposed increase in enrollment, YCCS will receive an estimated net funding increase of \$2,172,888 in Tuition, SGSA, and facility supplement. This figure is based on FY15 rates. The actual net increase for the aforementioned funding sources, and other funding allocations, will be determined during the development of the FY16 budget.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

#### 16-0427-EX22

AMEND BOARD REPORT 15-1028-EX6
AMEND BOARD REPORT 15-0624-EX6
AMEND BOARD REPORT 14-0122-EX7
AMEND BOARD REPORT 13-0522-EX104
AMEND BOARD REPORT 13-0424-EX7
AMEND BOARD REPORT 12-0328-EX9
AMEND BOARD REPORT 12-0125-EX3

APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH ACADEMY OF COMMUNICATIONS AND TECHNOLOGY CHARTER SCHOOL/KIPP CHICAGO SCHOOLS (KIPP CHICAGO CHARTER SCHOOLS)

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with the Academy of Communications and Technology Charter School for an additional 5-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within the time specified in an amended Board Report approving the location of the school. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

The March 2012 amendment is necessary to identify 4837 W. Ene Street as the new location of the Academy of Communications and Technology Charter School. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This April 2013 amendment is necessary to (a) change the charter school name from Academy of Communications and Technology Charter School to KIPP Chicago Charter Schools, (b) correct the existing address for the charter school which is located at the Nash Annex from 4837 W. Erie to 4818 W. Ohio,(c) authorize the original charter campus at 4818 W. Ohio to be named the KIPP Create Campus, and (d) change the existing name of the charter school operator to KIPP Chicago Schools as a result of the proposed merger of two charter school operators, Academy of Communications and Technology Charter School and KIPP Chicago Schools, into one charter school operator to be named KIPP Chicago Schools. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This April 2013 amendment is also necessary to (e) establish one new elementary campus in the fall of 2013 at a location to be determined with a corresponding increase in the overall at capacity enrollment of the charter school by 360 to 720 students in the fall of 2013 and (f) establish one new elementary campus in the fall of 2014 at a location to be determined with a corresponding increase in the overall at capacity enrollment of the charter school by 540 to 1,260 students in the fall of 2014. Establishment of the additional campuses and the corresponding changes to enrollment are contingent upon any required public hearings, evidence of community support and Board approval of the locations of the campuses. The authority granted herein shall automatically rescind in the event written amendments to the Charter School Agreement are not executed by the Board and the charter school's governing board within the timeframe specified in the amended Board Reports identifying and approving the sites of the proposed campuses. The amended agreements authorized herein will only take effect upon certification by the Illinois State Board of Education.

This May 2013 amendment is necessary to authorize KIPP Schools to identify the CPS facility at 5515 South Lowe as the location of the KIPP Chicago Charter Schools - KIPP Bloom Campus. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This January 2014 amendment is necessary to authorize KIPP Chicago Schools to (a) identify the CPS facility at 1440 South Christiana as the location of the KIPP Chicago Charter Schools - Elementary School Campus and (b) change the name of the KIPP Chicago Charter Schools - Elementary School Campus to the KIPP Chicago Charter Schools - KIPP Ascend Primary Campus. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This June 2015 amendment is necessary to (a) approve the transfer of KIPP Ascend Charter School as a campus of KIPP Chicago Charter Schools (Board Report 15-0624-EX5), to be named the KIPP Ascend Campus, and which will continue to operate in the CPS facility at 1616 South Avers Avenue beginning in the fall of 2015, and (b) approve the corresponding increase in the overall at capacity enrollment of KIPP Chicago Charter Schools by 270 to 1,530 students.

This June 2015 amendment is also necessary to approve a change in the current grade structure at KIPP Chicago Charter Schools - KIPP Ascend Primary Campus from K-4 to K-5 with a corresponding increase in the overall at capacity enrollment of KIPP Chicago Charter Schools - KIPP Ascend Primary Campus by 139 to 1,669 students beginning in the fall of 2015. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report.

This October 2015 amendment is necessary to approve the proposal to establish one new elementary school campus, KIPP #5 Campus, to open in the fall of 2016 and serve an at capacity enrollment of 1,035 students, thus increasing the overall at capacity enrollment of the charter school from 1,669 to 2,704 in the fall of 2016. KIPP Chicago Schools proposed to open KIPP #5 Campus at a location to be determined in the Humboldt Park community. Any co-location in a CPS facility is subject to 105 ILCS 5/34-200 et seq. and requires Board approval.

This October 2015 amendment is also necessary to approve the proposal to expand the grade structure at the KIPP Create Campus to serve primary grades (K-4). KIPP Create Campus will continue to locate temporarily in its existing facility at 4818 W. Ohio until the campus relocates to a permanent location yet to be determined in the Austin community. With the proposed expansion from 360 to 935 students at the KIPP Create Campus, the overall at capacity enrollment of the charter school increases by 575 to 3,279 in the fall of 2016. The authority granted herein shall automatically rescind in the event a written

amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within the timeframe specified in an amended Board Report identifying and approving the site locations for the proposed campuses.

This April 2016 amendment is necessary to (a) consolidate the KIPP Ascend Primary Campus which serves grades K-5 and the KIPP Ascend Campus which serves grades 6-8 into one campus to be named the KIPP Ascend College Prep Campus with an at capacity enrollment of 949 students. (b) change the name of the KIPP #5 Campus to KIPP One Academy Campus (c) change the year one grades served for KIPP #5 Campus to grades K and 5 for the fall of 2016, and (d) delay the expansion of the KIPP Create Campus to serve primary grades (K-4) to the fall of 2017, thereby increasing the overall at capacity enrollment of the charter school by 575 to 3,279 in the fall of 2017 rather than in the fall of 2016

This April 2016 amendment is also necessary to authorize KIPP Chicago Schools to identify the CPS facility at 730 North Pulaski Road as the location of the KIPP #5 Campus. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report.

SCHOOL OPERATOR: KIPP Chicago Schools

1945 S Halsted Avenue Chicago, IL 60608 Phone: (312) 733-8108

Contact Person: Nicole Boardman

CHARTER SCHOOL: KIPP Chicago Charter Schools

4818 W. Ohio Chicago, IL 60644 Phone: (312) 733-8108

Contact Person: Nicole Boardman

OVERSIGHT: Office of Innovation and Incubation

42 West Madison Street, 3rd Floor

Chicago, IL 60602 (773) 553-1530

Contact Person: Elizabeth Kirby, Chief of School Strategy and Planning

Mary K. Bradley, Executive Director

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 97-0122-EX4) with the Academy of Communications and Technology (ACT) Charter School was for a term commencing July 1, 1997, and ending June 30, 2002. In 2002, the charter and Charter School Agreement were renewed (authorized by Board Report 02-0123-EX3) for a two-year term commencing July 1, 2002, and ending June 30, 2004. In 2004, the charter and Charter School Agreement were renewed (authorized by Board Report 04-0428-EX3) for a three-year term commencing July 1, 2004 and ending June 30, 2007. The charter and Charter School Agreement were further renewed (authorized by Board Report 07-0328-EX2) for a five-year term commencing July 1, 2007 and ending June 30, 2012. The Charter School Agreement authorized the operation of a single facility charter school focusing on communications and technology for students in grades 7-12 with enrollment not to exceed 450 students. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 07-0822-EX9: Approved a change of the address of the charter school to 2908 W. Washington, Chicago, IL 60612 for the 2007 2008 school year only.
- Board Report 08-0827-EX6: Approved a relocation of the charter school to its original location at 4319 W. Washington, Chicago, IL 60624.
- Board Report 09-0527-EX3: Approved the addition of a sixth grade to the current grade structure at the charter school for the beginning of the 2010-2011 school year.
- Board Report 10-0127-EX3: Approved ACT Charter School's request to not add a sixth grade to the current grade structure at the charter school for the beginning of the 2010-2011 school year.
- Board Report 10-0526-EX4: Approved ACT Charter School's request to voluntarily suspend its educational services after the 2009-2010 school year for a period of no more than 2 years. To remove suspension of charter status, ACT Charter School was required to notify the Office of New Schools of its intent to reinstate educational services by submitting a proposal that outlined the educational, financial and operational practices of the charter school. The proposal had to be submitted in accordance with the timelines established by the Office of New Schools through the new schools selection process or within six months of the anticipated date of reinstatement of educational services by the charter school. This proposal required Board approval prior to the reinstatement of educational services at ACT Charter School.
- Board Report 12-0328-EX9: Approved 4837 W. Erie Street as the new location of the Academy of Communications and Technology Charter School.

CHARTER RENEWAL PROPOSAL: The ACT Charter School submitted a material modification and renewal proposal on November 2, 2011, to reinstate the operation of the ACT Charter School under a mission to provide a college-preparatory education to urban youth empowering them to take their place in society as competent, confident, creative and compassionate citizens of the world. This renewal proposal requests to enter into a new five-year charter agreement and to change the grades served from grades 7-12 to grades 5-8 and to allow KIPP Chicago to manage the operations of the school starting in the fall of 2012. The ACT Charter School will resume services in the fall of 2012, serving 90 students in grade 5. The school will add a grade each year until reaching full capacity in the 2015-2016 school year, serving a maximum of 360 students in grades 5-8.

ACT Charter School entered into a multi-year educational management agreement with KIPP Chicago to provide comprehensive school management services at the charter school beginning in the fall of 2012.

The agreement incorporates an accountability plan in which the school is evaluated by the Board each year based on numerous factors related to academic, financial and operational performance.

In February 2012, the Board proposed a new location for ACT Charter School. ACT Charter School shall be located at 4837 W. Erie Street beginning with the 2012-2013 school year. A public hearing for the proposed location was held on Thursday, March 15, 2012. The hearing was recorded and a summary report is available for review.

This site will require that the ACT Charter School share its facility with the Henry H. Nash Elementary School. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1.

In February 2013, ACT submitted a proposal to (a) change the charter school name from Academy of Communications Charter School to KIPP Chicago Charter Schools, (b) correct the existing address for the charter school which is located at the Nash Annex from 4837 W. Erie to 4818 W. Ohio, (c) authorize the original charter campus at 4818 W. Ohio to be named the KIPP Create Campus, and (d) change the existing name of the school operator from Academy of Communications and Technology Charter to KIPP Chicago Schools. The governing boards of Academy of Communications and Technology Charter School and KIPP Chicago Schools will merge to become one charter school operator to be named KIPP Chicago

The elementary school campus named KIPP Bloom Campus is also expected to open in the fall of 2013 at a facility to be determined, serving 90 students in grade 5. In successive years, that campus will add one grade per year until reaching an at capacity enrollment of 360 students in grades 5 through 8. The overall at capacity enrollment of the whole charter school will increase by 360 to 720 students for the fall of 2013. An elementary campus is expected to open in the fall of 2014 at a facility to be determined, serving 150 students in grade K. In successive years, that campus will add one grade per year until reaching an at capacity enrollment of 540 students in grades K through 4. The overall at capacity enrollment of the whole charter school will increase by 540 to 1,260 students for the fall of 2014. A public hearing on the proposed changes was held on April 15, 2013. The hearing was recorded and a summary report is available for review.

In March 2013, the CEO recommended to the Board that the CPS facility at 5515 South Lowe be identified as the location of the KIPP Chicago Charter Schools – KIPP Bloom Campus that is scheduled to open in the fall of 2013. This site will require that the KIPP Chicago Charter Schools - KIPP Bloom Campus share its facility with Hope College Preparatory High School. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1.

A public hearing on the proposed co-location was held on May 7, 2013 at Board Chambers, 125 South Clark,  $5^{th}$  floor. The hearing was recorded and a summary report is available for review.

In January 2014, the Office of New Schools recommended that KIPP Chicago Schools identify the CPS facility at 1440 South Christiana as the location of the KIPP Chicago Charter Schools - Elementary School Campus. Also KIPP Chicago Schools requested to change the name of the KIPP Chicago Charter Schools - Elementary School Campus to the KIPP Chicago Charter Schools - KIPP Ascend Primary Campus.

This site will require that the KIPP Chicago Charter Schools – KIPP Ascend Primary Campus share its facility with KIPP Ascend Charter School. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1.

A public hearing on the proposed location and campus name change will be held on January 21, 2014 at Board Chambers, 125 South Clark St., 5th floor. The hearing was recorded and a summary report is available for review.

In February 2015, KIPP Chicago Schools submitted a material modification to (a) transfer KIPP Ascend Charter School as a campus of KIPP Chicago Charter Schools (Board Report 15-0624-EX5), to be named the KIPP Ascend Campus, and which will continue to operate in the CPS facility at 1616 South Avers Avenue beginning in the fall of 2015, and (b) make a corresponding increase in the overall at capacity enrollment of KIPP Chicago Charter Schools by 409 to 1,669 students beginning in the fall of 2015. The KIPP Ascend Campus will serve grades 6 through 8 with an at capacity enrollment of 270 students.

In February 2015, KIPP Chicago Schools also submitted a material modification to change the current grade structure at KIPP Chicago Charter Schools - KIPP Ascend Primary Campus from K-4 to K-5. This campus will have an at capacity enrollment of 679 students, thereby increasing the overall at capacity of the charter school to 1,669 students beginning in the fall of 2015.

Public hearings on the proposed changes were held on May 21, 2015 and June 18, 2015. The hearings were recorded and summary reports are available for review.

On August 10, 2015, KIPP Chicago Schools submitted a proposal in response to the Request for Proposals issued by the Board in December 2014. KIPP Chicago Schools proposed to establish a new elementary school campus, KIPP #5 Campus, to open in the fall of 2016 and serve 115 students in grade 5. In successive years, the campus will grow two grades at a time, until reaching an at capacity of 1,035 in grades K-8, thereby increasing the overall at capacity enrollment of the charter school to 2,704 in the fall of 2016. KIPP Chicago Schools proposed to open KIPP #5 Campus at a location to be determined in the Humboldt Park community. Any co-location in a CPS facility is subject to 105 ILCS 5/34-200 et seq. and requires Board approval.

In addition, KIPP Chicago Schools proposed to expand the grade structure at KIPP Create Campus to serve primary grades (K-4). KIPP Create Campus will continue to locate temporarily in its existing facility at 4818 W. Ohio until the campus relocates to a permanent location yet to be determined in the Austin community. The campus will add a Kindergarten grade with 115 students in the fall of 2016. In successive years, the campus will grow one grade at a time until reaching an at capacity enrollment of 935 in grades K-8. The addition of grades K-4 expands the KIPP Create Campus from 360 to 935 students, thereby increasing the overall at capacity enrollment of the charter school to 3,279 in the fall of 2016.

A public hearing on the proposed campus and the expansion of grades at KIPP Create Campus was held on Wednesday, September 30, 2015. The hearing was recorded and a summary report is available for review.

In January 2016, KIPP Chicago Schools submitted an application to request (a) the consolidation of the KIPP Ascend Primary Campus which serves grades K-5 and the KIPP Ascend Campus which serves grades 6-8 into one campus to be named the KIPP Ascend College Prep Campus with an at capacity enrollment of 949 students, (b) the change in name of the KIPP #5 Campus to KIPP One Academy Campus, and (c) the change in the year one grades served for KIPP #5 Campus from grade 5 to grades K and 5 for the fall of 2016, serving 230 students.

KIPP Chicago Schools also in its application requested the delay in the expansion of the KIPP Create Campus' primary grades (K-4) to the fall of 2017, thereby increasing the overall at capacity enrollment of the charter school by 575 to 3,279 in the fall of 2017 rather than in the fall of 2016.

In February 2016, Board Report 16-0224-EX4 authorized the co-location of KIPP #5 Campus with Orr Academy High School at 730 North Pulaski Road. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1.

A public hearing on the proposed changes was held on Tuesday, April 19, 2016. The hearing was recorded and a summary report is available for review.

Campus Name	Year Opened	Address	At Capacity Grades	2012-13 enrollment	At Capacity Enrollment
KIPP Create	2012	4818 West Ohio	K-8	81	935
	2017	TBD	<u>K-4</u>	NA	· ·
KIPP Bloom	2013	5515 South Lowe	5-8	90 (in 2013- 2014)	360
KIPP Ascend College Prep Primary	2014	1440 South Christiana and 1616 South Avers	K – 5 <u>8</u>	150 (in 2014- 2015)	679 <u>949</u>
KIPP Ascend	2015 (transferred)	1616 South Avers	6-8	N/A	<del>270</del>
KIPP #5 KIPP One	2016	TBD	K-8	<del>115</del> <u>230</u> (in 2016-2017)	1035
Academy		730 North Pulaski Road	Year 1: K and 5		

CONTINGENT APPROVAL: Final approval of the proposal to open KIPP #5 Campus and expand the grades served by KIPP Create Campus is contingent upon KIPP Chicago Schools submitting information regarding parent and community engagement and the facilities plans. The specifics regarding these contingencies and the timeline for submission of materials will be communicated by the Chief Executive Officer or his designee to KIPP Chicago Schools in a formal Letter of Conditions. The Board hereby directs the Chief Executive Officer or his designee to monitor the deadlines set forth in the Letter of Conditions, oversee the evaluation of the submission by KIPP Chicago Schools, and provide a written report regarding compliance with the Letter of Conditions to the Board by March 1, 2016. Thereafter,

information on the facilities plans will be re-presented to the Board for a determination regarding whether the contingencies related to the facilities have been satisfied. Failure to meet this contingency according to the terms set forth in the Letter of Conditions may, at the option of the Board, result in the rescission of the authority granted herein.

In January 2016, KIPP Chicago Schools submitted information on parent and community engagement. 1&1 reviewed the submission and found that it met the standards.

In February 2016, the Board authorized the location of KIPP One Campus (formerly known as KIPP #5) at 730 N. Pulaski (Orr Facility). The campus will share this facility with Orr Academy High School.

CHARTER EVALUATION: In May 2011, the Charter School Agreement was amended to voluntarily suspend the charter and the agreement effective June 30, 2010 for a period of no more than two years (10-0526-EX4). In accordance with that amendment, ACT Charter School was required to submit a proposal outlining the educational, financial, and operational practices to be put in place in order to reinstate the charter and agreement in accordance with the timelines established by the Office of New Schools through the new schools selection process or within six months prior to the resumption of educational services. On November 2, 2011, ACT Charter School submitted a proposal to enter into an agreement with KIPP Chicago to manage the operations of the school starting in the fall of 2012. The Portfolio Office reviewed the plans included in the proposal to improve the academic performance and operations of the ACT Charter School. A public hearing was conducted on Wednesday, January 11, 2012 to receive public comment on the application to renew the Charter School Agreement with ACT Charter School for an additional five years.

**RENEWAL TERM:** The term of ACT Charter School's charter and agreement is being extended, subject to resolving outstanding issues including finalization of a facility to house the school, for a five (5) year term commencing July 1, 2012 and ending June 30, 2017.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment. Authorize the President and Secretary to execute the written Charter School Agreement and amendment. Authorize the Senior Director of the Office of New Schools Executive Director of the Office of Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2016-2017 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY16 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Board Member Dr. Hines abstained on Board Report 16-0427-EX22.

Board Member Jordan Turner abstained on Board Report 16-0427-EX22.

President Clark indicated that if there were no objections, Board Reports 16-0427-EX1 through 16-0427-EX22, with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Clark thereupon declared Board Reports 16-0427-EX1 through 16-0427-EX22 adopted.

# APPROVE RENEWAL LEASE AGREEMENT WITH ARCHITECTURE, CONSTRUCTION AND ENGINEERING CHARTER SCHOOL ("ACE TECH") FOR THE FORMER TERRELL BUILDING AT 5410 SOUTH STATE STREET

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a renewal lease agreement with Architecture, Construction and Engineering Technical Charter School ("ACE Tech") for the Terrell building located at 5410 South State Street in Chicago, Illinois for use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report.

TENANT:

Architecture, Construction and Engineering Technical Charter School

5410 South State Street Chicago, Illinois 60609

Contact: Marvin Talley, Principal

Phone: 773-548-8705

LANDLORD: Board of Education of the City of Chicago

**PREMISES:** Tenant shall be the sole occupant of the former Terrell School building, located at 5410 South State Street, as set forth in the lease agreement. The renewal of Tenant's current Charter School Agreement is scheduled to be authorized by the Board on the date hereof.

**USE:** Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

**ORIGINAL TERM:** The original lease term commenced on September 1, 2014, and was subsequently renewed through June 30, 2016 (authorized by Board Reports 04-0922-OP7 and 14-0226-OP2).If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

**RENEWAL TERM:** The term of the lease renewal shall be 3 years, commencing on July 1, 2016, and ending on June 30, 2019. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

RENT: One dollar (\$1.00) per year.

**OPERATING AND UTILITIES EXPENSES:** The charter shall be responsible for determining if some or all operating services shall be obtained from Landlord or from a third party. If the charter does not choose a third party, Landlord shall provide all operating services. The charter will be assessed to reflect this option.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Rent payable to the General Fund.

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-OP2

# APPROVE RENEWAL LEASE AGREEMENT WITH LAWNDALE EDUCATIONAL REGIONAL NETWORK ("L.E.A.R.N.") CHARTER SCHOOL, INC. FOR A PORTION OF THE THORP SCHOOL BUILDING AT 8914 SOUTH BUFFALO AVENUE

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a renewal lease agreement with Lawndale Educational Regional Network ("L.E.A.R.N.") Charter School, Inc. for the Thorp School building located at 8914 South Buffalo Avenue, in Chicago, Illinois for use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report.

TENANT:

Lawndale Educational Regional Network (L.E.A.R.N.) Charter School, Inc.

3021 West Carroll Avenue

Chicago, Illinois 60612

Contact: Greg White, President and Chief Executive Officer

Phone: 773-584-4300

LANDLORD: Board of Education of the City of Chicago

**PREMISES:** Tenant shall use a portion of the Thorp School building, located at 8914 South Buffalo Avenue, as set forth in the lease agreement. The renewal of Tenant's current Charter School Agreement is scheduled to be authorized by the Board on the date hereof.

**USE:** Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

**ORIGINAL TERM:** The original lease term commenced on July 1, 2010, and was subsequently renewed through July 15, 2016 (authorized by Board Reports 10-0224-OP3 and 11-0622-OP4).

**RENEWAL TERM:** The term of the lease renewal shall be 5 years, commencing on July 16, 2016, and ending on June 30, 2021. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

RENT: One dollar (\$1.00) per year.

**OPERATING AND UTILITIES EXPENSES:** The charter shall be responsible for determining if some or all operating services shall be obtained from Landlord or from a third party. If the charter does not choose a third party, Landlord shall provide all operating services. The charter will be assessed to reflect this option.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Rent payable to the General Fund.

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

## APPROVE NEW LEASE AGREEMENT WITH KIPP CHICAGO SCHOOLS FOR THE ORR SCHOOL BUILDING AT 730 NORTH PULASKI ROAD

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a new lease agreement with KIPP Chicago Schools for the Orr School building located at 730 North Pulaski Road, in Chicago, Illinois for use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report.

TENANT: KIPP Chicago Schools

2007 South Halsted Avenue Chicago, Illinois 60608

Contact: Nicole Boardman, Chief Operating Officer

Phone: 312-733-8108

LANDLORD: Board of Education of the City of Chicago

**PREMISES:** Tenant shall use a portion of the Orr School building, located at 730 North Pulaski Road, as set forth in the lease agreement. Tenant's current Charter School Agreement was authorized by the Board on January 25, 2012 and the addition of the campus to be located at these premises is scheduled to be approved by the Board on the date hereof.

**USE:** Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

**ORIGINAL TERM:** The lease term shall commence on July 1, 2016 and shall end on June 30, 2017. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

RENT: One dollar (\$1.00) per year.

**OPERATING AND UTILITIES EXPENSES:** The charter shall be responsible for determining if some or all operating services shall be obtained from Landlord or from a third party. If the charter does not choose a third party, Landlord shall provide all operating services. The charter will be assessed to reflect this option.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Rent payable to the General Fund.

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Board Member Dr. Hines abstained on Board Report 16-0427-OP3.

Board Member Jordan Turner abstained on Board Report 16-0427-OP3.

### APPROVE ENTERING INTO SITE LICENSE AGREEMENTS WITH VARIOUS HEALTH CARE PROVIDERS FOR SCHOOL-BASED HEALTH CENTERS AT CHICAGO PUBLIC SCHOOLS

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into Site License Agreements with Various Health Care Providers ("Providers") for use of space for School-Based Health Centers ("SBHC"), which will offer health care and related services, at a minimum, to the students of Chicago Public Schools. All services rendered by Provider shall be at no cost to the Board. Written Site License Agreements will be negotiated with Provider for each SBHC. Information pertinent to the Site License Agreements is state below.

PROVIDERS: Various Health Care Providers may be added or removed throughout the term.

USER: The Board of Education of the City of Chicago

42 W. Madison Street, Garden Level

Chicago, IL 60602

Office of Student Health and Wellness

Contact: Chief Health Officer Phone: 773.553.3560

**PREMISES:** Various Chicago Public Schools. Sites will be determined by the Chief Administrative Office, including the Office of Student Health and Wellness and the Office of Facilities, Chief Education Office and school principal with the goal for such sites to support student health and wellness, reduce health disparities and improve health equity. The Board shall reserve the right to relocate any SBHC within a school, at the Board's expense, if such relocation is necessary or desirable for the operation of the school.

**USE:** Provider shall use the Premise for the sole purpose of operating a SBHC, which provides a comprehensive and varied array of primary and preventative medical and mental health services to the students and community. Services include the following: general health/risk assessments; state mandated physical examinations and immunizations; laboratory and diagnostic screenings; first aid; health education and counseling; mental health; alcohol, tobacco and substance abuse treatment and counseling; sexual health services; Early Periodic Screening and Diagnostic Testing (EPSDT); dental services, diet and nutritional services; and vision related services.

Services will be provided at no charge to the Board. All students are eligible for services, regardless of ability to pay. When appropriate, the SBHC will bill private insurance and Medicaid for the services they provide. The SBHC will provide care to students whether or not they have insurance.

**TERM:** The term of each Site License Agreement shall commence on the date such License is fully executed and shall continue until the first to occur of the following: (a) there is an uncured default by the SBHC of the terms and conditions of the agreement; (b) the school ceases to operate; (c) upon ninety (90) days prior written notice from one party to the other that it desires to terminate the agreement; (d) five (5) years from the date of execution, or (e) as determined by the Board in the exercise of its sole discretion with thirty (30) days written notice. Licenses that expire by their own terms may be renewed for additional five (5) years, provided that this Board's authorization as set forth in this Report is still in effect.

LICENSE FEE: No license fee shall be charged to Providers.

RESPONSIBILITIES OF PROVIDERS: Each Provider shall: (i) provide the Board with evidence of proper licensing to provide health care services; (ii) establish and be solely responsible for the overall operation of the SBHC and bear all costs associated therewith; (iii) be solely responsible and liable for all services rendered at the SBHC; (iv) be solely responsible for the cost of build-out of the space; (v) be certified and maintain certification with the Illinois Department of Public Health in compliance with the Illinois Standards for School-Based/Linked Health Centers Act (77 ILCS 2200) and any other applicable statutes or regulations; (vi) provide for the removal of all hazardous waste materials; and (vii) maintain adequate insurance for the operation of the SBHC and the rendering of medical services.

**RESPONSIBILITIES OF BOARD:** The Board shall: (i) provide the space at no cost to the Provider, including utilities; and (ii) provide custodial and maintenance services for each Provider in accordance with Board standards, excluding the removal of medical and hazardous waste materials.

**OUTCOMES:** The services of each Provider shall result in the students having access to medical services which will enable them to take proactive measures for healthy choices, which measures will help them stay in school and improve their attendance and performance.

**AUTHORIZATION:** Authorize the General Counsel to include insurance and all other relevant terms and conditions in the Site License Agreements. Authorize the President and Secretary to execute the Site License Agreements. Authorize the Chief Health Officer and Chief Administrative Officer to execute all ancillary documents required to administer or effectuate the Site License Agreements. Authorize the Chief Administrative Officer to approve the cost of the build-out of space and the cost to relocate the SBHC if necessary. This authorization shall be in effect for a term of five (5) years from the date of this Board Report

#### AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is recommended although not required for each Site License Agreement.

FINANCIAL: No direct cost to the Board.

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-PR1

# AMEND BOARD REPORT 15-0225-PR6 AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR COLLEGE AND CAREER READINESS SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with various Vendors to provide College and Career Readiness services to all schools and departments at an estimated cost for the three (3) year term as set forth in the compensation section below. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for the Vendors' services are currently being negotiated. No services shall be provided by Vendors and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This April 2016 amendment is necessary to i) add four (4) new vendors to the list as a result of the Supplemental RFP issued, ii) authorize amending the agreements with three (3) vendors, (The Academic Approach, LLC (#2), K2Share LLC (#13) and KCI Enterprises (#15)) to add SAT preparation program services, and iii) delete six (6) vendors from the list, Written original agreements and amendments with these vendors are currently being negotiated. The authority granted herein shall automatically rescind as to each Vendor in the event their respective document is not executed within 90 days of the date of this amended Board Report.

Contract Administrator:

Hubbard, Ms. Carisa Ann / 773-553-2280

#### **USER INFORMATION:**

Contact:

10870 - College and Career Success Office

42 West Madison Street Chicago, IL 60602 Mather, Mr. Alan Wesley

773-535-5100

Project Manager: 10870 - College and Career Success Office

42 West Madison Street

Chicago, IL 60602 Pawlicki, Mr. Dakota Michael

773-535-5100

#### TERM:

The term of each agreement <u>authorized under the original Board Report</u> shall commence on August 1, 2015 and shall end on July 31, 2018. <u>The agreements authorized under the supplemental RFP shall commence upon execution and end on July 31, 2018.</u> These agreements shall have one (1) option to renew for a period of one (1) year each.

#### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

#### SCOPE OF SERVICES:

Services will include in-school and out-of-school college and career readiness services to K-12 students, their parents, and/or their counselors/educators. This includes programs focused on the following four categories: key content knowledge (e.g. test prep), industry-recognized certification testing services, key learning and non-cognitive skills (time management, study skills, goal-setting, etc), and key transition knowledge and skills (e.g. career pathways, workplace learning, admissions and financial aid requirements, etc). The categories and programs which have been approved for each Vendor will be identified in their respective agreement.

#### **DELIVERABLES:**

Vendors will provide high quality college and career readiness programs.

#### **OUTCOMES:**

These services will support the vision of preparing students for college and career success. Schools will be able to choose from the pool of contracted vendors with high quality college and career readiness programs.

#### COMPENSATION:

Vendors shall be paid according to the prices in their contracts. Estimated annual cost for the three (3) year term are set forth below:

\$3,243,243.00, FY16 \$3,243,243.00, FY17 \$3,243,243.00, FY18 \$270,271.00, FY19

#### REIMBURSABLE EXPENSES:

None.

#### AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements and amendments. Authorize the President and Secretary to execute the agreements and amendments. Authorize the Chief Procurement Officer to execute all ancillary documents required to administer or effectuate the agreements.

#### **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination shall be made as to when transactions should be excluded from the contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes Not-for-Profit organizations.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Various Funds: All schools and departments

Not to exceed \$10,000,000.00 for the three (3) year term, FY's 16-19

\$3,243,243.00, FY16 \$3,243,243.00, FY17 \$3,243,243.00, FY18 \$270,271.00, FY19

Future year funding is contingent upon budget appropriation and approval

#### CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

6) Vendor # 97415 1) Vendor # 15958 CITIZEN SCHOOLS, INC Ring Publications LLC DBA MasteryPrep 308 CONGRESS STREET 7117 Florida Blvd **BOSTON, MA 02210** Baton Rouge, LA 70806 Erin Linville Dale Petty 617 695-2300 512 636-6185 7) 2) Vendor # 99563 Vendor # 62052 CIVIC LEADERSHIP FOUNDATION ACADEMIC APPROACH THE, LLC 674 DRIFTWOOD LANE 342 WEST ARMITAGE NORTHBROOK, IL 60022 CHICAGO, IL 60614 Debbie Cox Bultan Matthew Pietrafetta 773 796-3640 773 348-8914 8) 3) Vendor # 12667 Center for Companies That Care Vendor # 38569 AVID CENTER 954 W. Washington Blvd., Ste. 301 9246 LIGHTWAVE AVE., # 200 Chicago, IL 60607 SAN DIEGO, CA 92123 Marci Koblenz Daniela Leetch 312 661-1010 858 380-4800 Vendor # 22907 9) 4) College Entrance Examination Board DBA The Vendor # 98601 College Board CERTIFICATION PARTNERS, LLC 8700 W. BRYN MAWR AVENUE, STE.900N 1230 WEST WASHINGTON STREET CHICAGO, IL 60631 Patricia Renner TEMPE, AZ 85281 847 653-4500 Gary Priddy 602 794-4127 10) Vendor # 11246 **ECONOMIC AWARENESS COUNCIL** 5) Vendor # 20688 703 SOUTH STOUGH STREET CERTIPORT, INC. HINSDALE, IL 60521 1276 SOUTH 820 E., STE 200 Tracy Frizzell AMERICAN FORK, UT 84003 630 740-6831 Joseph Marinaro 888 999-9830

16) 11) Vendor # 10126 Vendor # 85052 **EDMENTUM; INC DBA EDMENTUM** MAINSTREAM DEVELOPMENT HOLDINGS, INC **EDUCATIONAL GROUP** 5600 W: 83RD STREET., STE 300 8200 TOWER 6924 N. PORT WASHINGTON RD. **BLOOMINGTON, MN 55437** GLENDALE, WI 53217 Michael Ehlers Ralph Beverly 800 447-5280 414 371-9724 12) Vendor # 73730 Illinois Council on Economic Education DBA Vendor # 21495 Econ Illinois MAWI, INC. 155 N Third St, Ste 504 117 S Adell DeKalb, IL 60115 Chicago, IL 60126 Nancy Harrison Mawi Asgedom 815 753-8245 630 660-8864 13) 18) Vendor # 12230 Vendor # 89349 MCGRAW-HILL SCHOOL EDUCATION, LLC K2SHARE LLC DBA CAREERSAFE ONLINE 860 TAYLOR STATION RD. 1005 UNIVERSITY DRIVE EAST BLACKLICK, OH 43004 **COLLEGE STATION, TX 77840** Ardena Amos 800 334-7344 Alissa Mclean 888 614-7233 19) Vendor # 21089 Vendor # 19955 **NETWORK FOR TEACHING** 14) KAPLAN INC **ENTREPRENEURSHIP** 750 3RD AVENUE, 7TH FLOOR 770 N Halsted St Ste 308 NEW YORK, NY 10017 Chicago, IL 60642 Daphnie Stock Hannah Gay 888 527.5268 773 938-8700 15) Vendor # 69743 KCI ENTERPRISES DBA SYLVAN LEARNING Vendor # 29483 NORTHEASTERN ILLINOIS UNIVERSITY CENTER 347 COVINGTON 5500 N. ST. LOUIS AVE: WATERLOO, IL 62298 CHICAGO, IL 80625 Wendy Stack Karen Carroll 312 563-7150 314 606-7100 21) Vendor # 89681 OneGoal 215 W Superior St, Ste 700 Chicago, IL 60654 Jeff Nelson 773 321-2630

22) 28) Vendor # 33123 Vendor # 81000 PROJECT SYNCERE UNIVERSITY OF CHICAGO 4434 S. LAKE PARK AVE. RM 210 1313 EAST 60TH STREET. CHICAGO, IL 60653 CHICAGO, IL 60637 Jason Coleman John Gasko 773 982-8261 773 834-8805 23) 29) Vendor # 34171 Vendor # 96795 SGA YOUTH & FAMILY SERVICES ZIA LEARNING 11 EAST ADAMS SUITE 1500 215 RODGERS CT. WILLOWBROOK, IL 60527 CHICAGO, IL 60603 Martha Guerrero Robin Gonzales 312 447-4323 630 215-7393 24) 30) Vendor # 96742 Vendor # 15959 SHMOOP UNIVERSITY, INC iMentor Incorporated P.O. BOX 0935 30 Broad St LOS ALTOS, CA 94023-0935 New York, NY 10004 Ellen Siminoff Mike O'Brien 650 488-7778 212 461-4330 25) 31) Vendor # 16497 Vendor # 15957 COLLEGE POSSIBLE, INC. Strive Merger FORUM COWORKING 556 Valley Way CHICAGO, IL 60607 Christine Poorman Milpitas, CA 95035 312 767-5613 Ryan Hallagan Ownership: Non-Profit 408 779-9019 33) Vendor # 99256 SPARK PROGRAM, INC. 26) Vendor # 24684 223 WEST JACKSON, STE 520 UMOJA STUDENT DEVELOPMENT CHICAGO, IL 60606 CORPORATION Lucy Geglio 312 470-4300 954 WEST WASHINGTON, STE 225 Ownership: Non-Profit CHICAGO, IL 60607 Ted Christians 34) Vendor # 15683 773 312-3898 Lumity 55 W Van Buren St 420 Chicago, IL 60605 27) Vendor # 33123 Julie Henderson **UNIVERSITY OF CHICAGO** 312 372-4872 5801 SOUTH ELLIS AVE: Ownership: Non-Profit CHICAGO, IL 60637 Michael Ludwig 773-702-8604 35) Vendor # 15016 CITY-WIDE TAX ASSISTANCE PROGRAM DBA LADDER UP 233 S WACKER DR., STE. 9100 CHICAGO, IL 60606 Christine Cheng 312 466-0771 Ownership: Non-Profit

#### 16-0427-PR2

### AMEND BOARD REPORT 15-0624-PR17 AUTHORIZE THE PRE-QUALIFICATION STATUS OF AND NEW AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE EDUCATIONAL PRODUCTS

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the pre-qualification status of and entering into new agreements with various vendors to provide educational technology products and programs at an estimated annual cost set forth in the Compensation Section of this report and authorize a written master agreement with each vendor. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written master agreements for vendors are currently being negotiated. No services shall be provided by and no payment shall be made to any vendor prior to the execution of their written master agreement. The pre-qualification status approved herein for each vendor shall automatically rescind in the event such vendor fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to this master agreement is stated below.

This April 2016 amendment is necessary to i) add nineteen (19) new vendors to the list of pre-qualified vendors as a result of the Supplemental RFQ issued and ii) delete six (6) vendors for failure to enter into written agreements with the Board. Written master agreements with the 19 new vendors are currently being negotiated. The pre-qualification status of each of the 19 new vendors approved herein shall automatically respind in the event such vendor fails to execute the Board's master agreement within 120 days of the date of this amended Board Report.

Contract Administrator:

Janus, Ms. Rene / 773-553-2280

#### **USER INFORMATION:**

Contact:

10810 - Teaching and Learning Office

42 West Madison Street Chicago, IL 60602

Gurley, Miss Annette Denise

773-553-1216

Project Manager: 10825 - Professional Learning Office

er: 2651 W. Washington Blvd

Chicago, IL 60612

Williams, Mr. Anthony Edward

773-553-5731

#### TERM:

The term of this pre-qualification period and each master agreement is three (3) years, commencing on July 1, 2015 and ending on June 30, 2018. The term of the master agreement with the nineteen (19) new vendors shall commence upon execution and end June 30, 2018. The Board shall have the right to renew the pre-qualification period and each master agreement for two (2) additional one (1) year periods.

#### SCOPE OF SERVICES:

This RFQ is focused on Ed Tech Products as defined in the RFQ. The RFQ does not include Ed Tech Products that would be used as core curricular materials. The Ed Tech Products qualified as part of this RFQ may be delivered in a variety of delivery media including but not limited to secured websites, open access websites, CD-ROM, etc. For purposes of this RFQ, "Products" shall be understood to refer to an Ed Tech Product and "Programs" shall be understood to refer to the Ed Tech Product plus any maintenance or support services, implementation support services and/or training materials and services that are provided at an additional cost to the cost of the Product.

Those entities currently providing products and services to CPS that would otherwise fit the definition of Ed Tech Products as well as those seeking to expand and grow their capacity were encouraged and welcome to respond to the RFQ.

The following ARE NOT included in the scope of this RFQ:

- -Technology Assets as described in the RFQ
- -Information Systems for management as described in the RFQ
- -Computer hardware, unless the Ed Tech Product cannot be de-bundled from the hardware
- -Curricular products such as digital textbooks

#### OUTCOMES

This approval will result in a pool of pre-qualified vendors to provide Education Technology (Ed Tech) products for purchase by schools. Products provided by these pre-qualified vendors will be vetted for basic technology, security, and legal standards.

Pre-qualified vendors who have approved Ed Tech Products and Programs pursuant to this RFQ will be permitted to participate in expanded opportunities within CPS.

#### COMPENSATION:

Vendors shall be paid as follows: Estimated annual amounts for the sum of payments to all pre-qualified vendors for the three (3) year pre-qualification term are set forth below:

\$500,000.00 \$1,000,000.00, FY16

\$1,250,000,00 \$1,000,000.00, FY17 \$1,250,000,00 \$1,000,000.00, FY18

The costs associated herewith shall be reported to the Board on a quarterly basis pursuant to Board Rule 7-8.

#### **USE OF POOL:**

All schools are authorized to receive products and programs from the pre-qualified pool as follows: Schools and departments shall select a pre-qualified vendor and evidence such selection by a purchase order for the Ed Tech Products and Programs provided by the vendor and approved through the RFQ process. A directory is being developed that will be available to all CPS schools and departments specifying those pre-qualified vendors and the Products and Programs each has been approved to provide to the Board and how to contact those vendors. The directory will identify the categories of learning experiences that the Products and Programs are intended to enhance as well as other general information about the Product and Program.

#### AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written master agreements. Authorize the President and Secretary to execute the master agreements. Authorize the Chief Teaching & Learning Officer to execute all ancillary documents required to administer or effectuate

AFFIRMATIVE ACTION: No MWBE goals assigned, online software, scope of work is not further divisible. Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is exempt from MBE/WBE compliance review, as it was not assigned any MBE/WBE compliance requirements.

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Various Funds, Various Units \$500,000.00 \$1,000,000:00, FY16 \$1,250,000.00 \$1,000,000.00, FY17 \$1,250,000.00 \$1,000,000.00, FY18

Not to exceed \$3,000,000.00 for the three (3) year term. Future year funding is contingent upon budget appropriation and approval

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

5) 1) Vendor # 12990 AMPLIFY EDUCATION, INC F/K/A WIRELESS Vendor # 94865 3-C INSTITUTE FOR SOCIAL GENERATION, INC. DEVELOPMENT 55 WASHINGTON ST., STE 900 4364 S. ALSTON AVE STE 300 BROOKLYN, NY 11201-1071 **DURHAM, NC 27713-2220** Larry Berger Melissa DeRosier 212 213-8177 919 677-0102 Ownership: News Corporation-100% Ownership: Melissa Derosier-100% 6) 2) Vendor # 98804 Vendor # 12499 APEX LEARNING, INC **ACHIEVE 3000** 1215 FOURTH AVENUE, STE 1500 1985 CEDAR BRIDGE AVE., STE 3 SEATTLE, WA 98161 LAKEWOOD, NJ 08701 Lars Gaarde Jim O'Neill 206 381-5600 732 367-5505 Ownership: Mk Capital Sbic, Lp, Warburg Pincus Equity Partners, Lp, Other Ownership: Achieve3000 Holdings, Inc. <del>Vendor # 99838</del> 7) 3) ACHIEVEMENT NETWORK, THE Vendor # 16360 Actively Learn 225 FRIEND ST., STE 704 240 2ND AVE. S., #223 **BOSTON, MA 02114** Natasha Telesford SEATTLE, WA 98104 <del>817 725-0000</del> Jay Goyal Ownership: Non-Profit 855 862-5505 4) Vendor # 38356 Ownership: Jay Goval-38.41%, Deep AKJ WHOLESALE, LLC DBA AKJ BOOKS Sran-14.79%, Other-46.8% 4702 BENSON AVE 8) HALETHORPE, MD 21227 Vendor # 30435 Tim Thompson BENCHMARK EDUCATION CO. 410 242-1602 145 Huguenot St. New Rochelle, NY 10801 Ownership: Timothy Thompson-60%, James Anya Phelan Seba-19.45%, Anthony Libonaki-11.43%, Brian 914 637-7244 Schlessinger-2.86%, Samuel Collins-6.26% Ownership: Thomas Reycraft-50%, Seraphim Reycraft-50%

9) 13) Vendor # 94668 Vendor # 41798 BRIGHTBYTES, INC COMPUTER SERVICES &CONSULTING, INC. (CS&C) 490 2nd Street, Suite 302 16W241 S FRONTAGE ROAD SAN FRANCISCO, CA 94107 BURR RIDGE, IL 60527 Silver McDonald **Babylon Williams** 646 334-9518 855 462-2267 Ownership: Rob Mancabelli, Hisham Anwar, Other Ownership: Caroline Sanchez Crozier-100% 10) 14) Vendor # 96413 Vendor # 63673 CDW GOVERNMENT, LLC COUGHLAN COMPANIES, INC DBA CAPSTONE PUBLISHERS 300 NORTH MILWAUKEE AVE. 1710 ROE CREST DRIVE **VERNON HILLS, IL 60061** NORTH MANKATO, MN 56003 Brandi Steckel Mackenzie Jones 877 489-8641 800 747-4992 Ownership: Cdw Llc-100% Ownership: Robert J. Coughlan-50%, James P. 11) Coughlan-50% Vendor # 18448 CLASSROOM, INC Vendor # 38873 15) CURRICULUM ASSOCIATES; LLC 245 FIFTH AVE., 20TH FLR. P O BOX 2001 NEW YORK, NY 10016 NORTH BILLERICA, MA 01862 Lisa Holton **Don Masters** 212 545-8400 800 225-0248 Ownership: Frank Ferguson-80%, Robert Waldron-17% Ownership: Non-Profit 16) 12) Vendor # 16319 Vendor # 37857 Clay Piggy, LLC COMPASS LEARNING, INC 3200 UNIVERSITY PARK LN. 203 COLORADO ST. **IRVING, TX 75062 AUSTIN, TX 78701** Narinder Budhiraja Gina Rivera 469 583-7501 800 422-4339 Ownership: Narinder Budhiraja-90%, Ownership: Marlin Equity Li, Lp-99.3%, Marlin Other-10% Executive Fund, Lp-.7%

17) 21) Vendor # 16345 Vendor # 99646 Conscious Content Media dba Speakaboos EDMODO, INC 1200 PARK PLACE, STE 350 460 PARK AVE SOUTH, 4TH FLOOR NEW YORK, NY 10016 SAN MATEO, CA 94403 Michelle Best Kerri McHugh 646 660-9425 415 509-3162 Ownership: Media, Llc-32.4%, Kyowon Co., Ownership: Benchmark Capital Partners Vii. Ltd.-100%, Other-56.8% L.P., Greylock Xiii Limited Partnership, Union Square Ventures 2008, L.P. 18) Vendor # 16325 22) D2L LTD. Vendor # 70047 ESPARK, INC 151 CHARLES STREET WEST, SUITE 400 820 W. JACKSON, SUITE B100 KITCHENER, N2G 1H6 CHICAGO, IL 60607 Liz Francombe Jenny Sheridan 888 772-0325 X4438 312 310-9527 Ownership: D2l Inc.-100% Ownership: David Vinca-33,41%, Mapp, 19) Lic-16.52%, Mk Capital LI, L.P.-14.05%, Vendor # 23392 Other-36.02% **DELTA EDUCATION LLC & EDUCATORS** PUBLISHING SERVICE (EPS) 23) Vendor # 16326 P.O. BOX 3000 Edgenuity, Inc. NASHUA, NH 03061 8860 EAST CHAPARRAL ROAD, SUITE 100 Michael Bates SCOTTSDALE, AZ 85250 603 889-8899 Lynette McVay 480 423-0118 x1122 Ownership: School Specialty-100% 20) Vendor # 10126 Ownership: Weld North Education Lic-100% EDMENTUM, INC DBA EDMENTUM 24) HOLDINGS, INC Vendor # 16341 5600 W. 83RD STREET., STE 300-8200-EDUSIGHT, INC. TOWER **BLOOMINGTON, MN 55437** 10 DUNDAS STREET EAST SUITE 600 Mitchell Wacker TORONTO, ONTARIO M5B 2G9 800 447-5286 Garros Li Ownership: Edmentum Holdings, Inc-100% 416 268-9951 Ownership: Garros Li-23.33%, Vikram Somasundaram-23,33%, Qiming Weng-23.33%, Debashis Chakraborty-23.33%,

Other-6.67%

25) 29) Vendor # 16327 Vendor # 16379 Ellevation, LLC Globaloria LLC 77 SUMMER STREET, 7TH FLOOR 113 WEST 78TH STREET **BOSTON, MA 02196** NEW YORK, NY 10024 Leslie Randall Amber Oliver 617 307-5757 650 380-3667 Ownership: Idit Harel-80.65%, Other-19.35% Ownership: Edward Rice-32%, Jordan Meronies-32%, Chris Gabrieli-16%, Other-20% (Globaloria Llc, Formerly Known As Gazelle Leaming Llc) 26) Vendor # 16328 30) Evolution Labs, Inc. Vendor # 16331 Great Parents Academy, LLC 83 SOUTH STREET 3575 PIEDMONT RD., N.E. MORRISTOWN, NJ 07960 ATLANTA, GA 30305 Peter Kraft Brian Pomrenke 866 648-9975 404 507-2571 Ownership: Peter Kraft-42.5%, Tracy Howe-42.5%, Peter Tomassi-15% Ownership: Kevin Brice-10%, Mark Boffington-60%, Scott Preseley-30% 27) Vendor # 16329 31) Vendor # 34131 Filament Games NO TEARS LEARNING, INC. dba 2010 EASTWOOD DR., STE. 104 HANDWRITING WITHOUT TEARS MADISON, WI 53704 8001 MACARTHUR BLVD. Elle Jacobson CABIN JOHN, MD 20818 608 251-0477 Eric Olsen 301 983-8409 Ownership: Don Norton-30%, Alex Stone-30%, Dan White-30%, Lee Wilson-10% Ownership: C. Eric Olsen Gst Trust-15.98%,

John C. Olsen Gst Trust-13.82%, Julie C.

Olsen Gst Trust-14.9%, John C. Olsen Trust-2.87%, Julie C. Olsen Trust-1.8%, C. Eric

Olsen-32.63%, Kirstin E Parsons-7%,

Olsen-Parsons 2012 Trust-11%

Ownership: Asb Enterprises Limited-100%

Focus Care, Inc. DBA FEV Tutor, Inc.

600 W. CUMMINGS PARK, STUIE 5000

28)

Vendor # 16330

WOBURN, MA 01801 Caitlin Powers 781 376-6931 32) 36) Vendor # 13240 Vendor # 23066 HOUGHTON MIFFLIN HARCOURT IXL LEARNING, INC PUBLISHING COMPANY 777 MARINERS ISLAND BLVD., STE 650 1900 S BATAVIA AVENUE SAN MATEO, CA 94404 GENEVA, IL 60134 Jessica Blatnik Shawn Weirather 650 259-4200 708 560-1457 Ownership: Paul Mishkin-75%, Other-25% Ownership: Houghton Mifflin Harcourt Company - 100% Publicly Traded 37) Successor And Interest To Scholastic Inc. Vendor # 16347 Imagine Easy Solutions LLC Vendor #12190 33) 225 EAST 34TH STREET, #211 **TURNITIN LLC** NEW YORK, NY 10016 1111 BROADWAY Jeffrey Rotella OAKLAND, CA 94807 212 675-6738 Chris Caren 510 765-7600 Ownership: Palladian Holdings Ownership: Neal Taparia-50%, Darshan Somashekar-50% 34) Vendor # 81481 38) IMAGINATION STATION, INC. Vendor # 98586 8150 NORTH CENTRAL EXPRESS, SUITE K12 VIRTUAL SCHOOLS, LLC 2000 2300 CORPORATE PARK DRIVE **DALLAS, TX 75206** HERNDON, VA 20171 Diane Borgwardt Gregg Levin 866 883-7323 703 483-700 Ownership: Richard Collins-100% Ownership: K12 Management Inc-100% Interest Sole Member, K12 Inc-100% Interest 35) Parent Company Vendor # 97955 **IMAGINE LEARNING** 39) 191 RIVER DRIVE. Vendor # 22594 KONICA MINOLTA BUSINESS PROVO, UT 84604 SOLUTIONS, INC. Joe Swenson 500 WEST MADISON., STE 550 866 377-5071 CHICAGO, IL 60661 Ed Joras Ownership: Weld North, Llc-100% 312 726-9100 Ownership: Konica Minolta Holdings U.S.A., Inc.-100%

40) 44) Vendor # 34896 Vendor # 15780 THE LEARNING INTERNET, INC., D/B/A LightSail Inc LEARNING.COM 57 Warren Street, FI 3 1620 SW TAYLOR., STE 100 New York, NY 10007 PORTLAND, OR 97205 Casey Miller Keith Oelrich 914 953-3210 800 580-4640X464 Ownership: Gideon Stein, The Valhalla Ownership: Educomp Solutions, Inc.-59%, Fa Charitable Foundation, Other Private Equity Fund Iv, L.P.-24%, Other-17% Vendor # 99235 41) **MASTERYCONNECT, INC** Vendor # 99625 222 South Main Street Suite 200 LEARNZILLION, INC SALT LAKE CITY, UT 84101 5038 MACARTHUR BLVD. NW Katherine DuBose <del>773 354-1867</del> WASHINGTON, DC 20016 Ownership: Catamount Ventures, Trinity **Eric Westendorf** Ventures, Other 202 596-4631 46) Vendor # 12230 MCGRAW-HILL SCHOOL EDUCATION, LLC Ownership: Eric Westendorf-16.78%, Alix 860 TAYLOR STATION RD. Guerrier-13.73%, Oatv Ii, L.P.-16.8%, Dcm-22.38%, Other-30.31% BLACKLICK, OH 43004 Ardena Amos 42) 800 334-7344 Vendor # 27064 Ownership. Mcgraw-Hill School Education LEXIA LEARNING SYSTEMS, INC. Holdings, Llc-100% 200 BAKER AVE., EXT., STE 315 47) CONCORD, MA 01742 Vendor # 67737 Christopher Cook MIND RESEARCH INSTITUTE 978 405-6200 111 ACADEMY STE 100 **IRVINE, CA 92671** Ownership: Rosetta Stone **Andrew Coulson** 888 751-5443 43) Vendor # 16365 Learning Bird, Inc Ownership: Non-Profit P.O. BOX 317 48) FOX RIVER GROVE, IL 60021 Vendor # 16357 Michael Campbell Mathspace, Inc. 630 626-4030 X 802 55 W. 8TH ST., SUITE 4D NEW YORK, NY 10011 Ownership: Learning Bird Canada-100% Daniel Tu-Hoa 718 510-7582 Ownership: Mathspace Ltd-100% -

49) 53) Vendor # 16366 Vendor # 35872 N2N HOLDING PEARSON EDUCATION, INC 500 DAVIS ST. PO BOX 2500 CHICAGO, IL 60201 Lebanon, IN 46052 Nichole Hembree James Lippe 847 425-4267 1-800 876-5507 Ownership: Shobha Shah-90%, Asha Ownership: Ph Holdings, Inc. - 100% Shagle-10% 54) 50) Vendor # 46471 Vendor # 99564 PEOPLES EDUCATION **NEWSELA INC** 299 MARKET STREET., STE 240 519 8TH AVE SADDLE BROOK, NJ 07663 NEW YORK, NY 10018 Kim Lanzilli **Daniel Winston** 800 822-1080 855 711-0118 Ownership: Peoples Educational Holdings Ownership: Owl Ventures, L.P.-18.02%, Inc-100% Matthew Gross-31.46%, Other-50.52% 55) 51) Vendor # 16332 Vendor # 16367 Parlor Labs Inc. NOREDINK 515 W. 19TH ST. 350 BRANNAN ST #350 NEW YORK, NY 10011 SAN FRANCISCO, CA 94107 Alex Selkirk Ned Lindau 866 801-7323 617 308-4549 Ownership: Alexander Selkirk-92.375%, Ownership: Jeff Scheur, True Ventures iv, Lp Other-7.625% For Itself And As Nominee For True Ventures Iv-A, Lp, Other Vendor # 16334 52) R & A Solutions, dba RANDA Solutions Vendor # 16385 5000 MERIDIAN BLVD., SUITE 400 Otus, LLC FRANKLIN, TN 37067 900 N. MICHIGAN AVE. SUITE 1600 Jim Reams CHICAGO, IL 60611 877 220-8838 Sam Spitz 740 602-2503 Ownership: Martin Reed-100%

Ownership: Agb Edzone, Llc, Chris Hull, Sam

Spitz, Pete Helfers, Other

Vendor # 16333 Vendor # 96635 R3 Collaboratives Inc. ROSETTA STONE LTD. 940 HOWARD STREET **DEPT CH 17714** SAN FRANCISCO, CA 94103 PALATINE, IL 60055-7714 Adam Geller Steve Quan 855 338-4362 800 788-0822 Ownership: Adam Geller-54.7%, Ross Ownership: Rosetta Stone Inc-100% Weldon-23.4%, Other-21.8% 62) 58) Vendor # 99657 Vendor # 99645 SCHOOLOGY, INC REDBIRD ADVANCED LEARNING 115 WEST 30TH STREET- 10TH FLR. 1825 S. GRANT ST. STE 450 NEW YORK, NY 10001 SAN MATEO, CA 94402 Jeremy Friedman Joe Brumfield 212 213-8333 646 291-9004 Ownership: Firstmark L.P., Meakem Becker Ownership: Rocket Learning Holdings-100% Venture, Intel Capital Corporation, Other 59) 63) Vendor # 70057 Vendor # 99425 RETHINK AUTISM, INC SCOLAB, INC 19 WEST 21ST STREET, SUITE 403 2090 MOREAU STREET NEW YORK, NY 10010 MONTREAL, QC H1W 2M3 Heidi Wenger James McArthur 646 257-2919 888 528-8878 Ownership: Daniel Etra-13%, Arboretum Ownership: Carl Malartre-25%, Jean-Philippe Ventures lii-20%, Eran Rosenthal-10%, Choiniere-25%, Thanh Tung Trang-25%, Steve Michigan Growth Capital Partners Ii-12%, Brisebais-25% Owasco Lake Acquisition li Llc.-10%, Other-35% 64) Vendor # 67326 60) SUNBURST DIGITAL, INC Vendor # 16434 3150 W. HIGGINS RD, STE 140 ROSEN PUBLISHING GROUP, INC. HOFFMAN ESATES, IL 60169 29 E 21ST STREET Dan Sladek NEW YORK, NY 10010 800 321-7511 Miriam Gilbert 800 237-9932 Ownership: Suneige Ventures Lcc-49%, Paul Clinicales-32%, Ignite Learning Inc-12%, Ownership: Roger Rosen-100% Other-1%

61)

57)

65) 69) Vendor # 42634 Vendor # 94819 **THINKCERCA** SUNTEX INTERNATIONAL INC. 3311 FOX HILL RD. 440 North Wells Street, Suite 720 EASTON, PA 18042 CHICAGO, IL 60654 Cynthia Anderson Abigail Ross 610 253-5255 773 255-1928 Ownership: Robert Sun, Other Ownership: Follett Knowledge Fund, Llc-12.3%, Eileen Murphy-36.17%, Other-48.47% 66) 70) Vendor # 16337 Seymour Science, LLC dba Stawalk Kids Vendor # 25947 TRIUMPH LEARNING, LLC Media 15 CUTTER MILL ROAD P.O. BOX 1270 **GREAT NECK, NY 11021** LITTLETON, MA 01460-4270 Ron Maas Jamie Mallette 516 699-8404 212 857-8427 Ownership: Seymour Simon-63.3%, Liz Ownership: Haights Cross Nealon-18.4%, Other-18.3% Communications-100% 67) 71) Vendor # 16343 Vendor # 15912 Smarty Ants, Inc. TURNING TECHNOLOGIES, LLC 4040 CIVIC CENTER DRIVE, SUITE 225 241 FEDERAL PLAZA WEST SAN RAFAEL, CA 94903 YOUNGSTOWN, OH 44503 Sydnee Erlanger James Maddox 415 524-8480 330 746-3015 Ownership: Tim Bender-23.92%, Michael Wood Ownership: Turning Tech Holdings, Llc-100% (As Trustee)-19.14%, Michael Wood-40.27%, Other-16.67% Vendor # 50382 68) WILLIAM H. SADLIER, INC Vendor # 47707 9 PINE STREET **TEXTHELP INC** NEW YORK, NY 10005-1002 600 UNICORN PARK DRIVE Kevin O'Donnell **WOBURN, MA 01801** 212 227-2120 Karlene Feeney 630 450-1399 Ownership: Frank Dinger-12.6%, William Dinger-16.7%, Lauren Mccauley-10.2%, Ownership: Texthelp Ltd-100% Other-60,5%

73) <u>Vendor # 1729</u>8 78) Vendor # 16338 EXPLORELEARNING, LLC Webanywhere, Inc. 17855 DALLAS PARKWAY, STE 400 564 W. RANDOLPH STREET, 2ND FLOOR DALLAS, TX 75287 CHICAGO, IL 60661 Amy Otis 800 547-6747 Kara Sanderson Ownership: Lazel. Inc -100% 815 505-1711 79) Vendor # 17300 Ownership: Webanywhere Ltd-100% GRADEABLE, INC 212 ELM ST, 3RD FLR 74) SOMERVILLE, MA 02144 Vendor # 16346 Parul Singh ieam, usa 781 234-8352 Ownership: Parul Singh -52.83%, Employee Stock Option Pool - 16.81%, Dante Cassenego 475 RIVERSIDE DRIVE, SUITE 450 NEW YORK, NY 10115 - 14.26%, Learn Launch - 5.05% **Bridget Stout** 212 870-2693 80) Vendor # 12588 MENTORING MINDS LP ( F/K/A TEACHER RESOURCES, LP Ownership: Non-Profit P O BOX 8843 TYLER, TX 75711 75) Vendor # 94595 3P LEARNING, INC <u>Jessica Goodman</u> 800 450-8257 37 WEST 26TH., STE 201 Ownership: Michael L. Lujan - 50%; Ml Lujan NEW YORK, NY 10010 Enterprises Inc. Gen Partner -50% Peter Walters 866 387-9139 81) Vendor # 88867 Ownership: 3p Learning Limited 100% RALLY! EDUCATION. LLC 76) 22 RAILROAD AVE Vendor # 17294 GLEN HEAD, NY 11545 **ANDOVER EDUCATION** Fran Mure 877 POST RD EAST 516 671-9300 WESTPORT, CT 06880 Ownership: Llc, Howard Berrent-50%; David Nathan Allen Steiner - 50% 203 226-6211 Ownership: Nathan Allen-28%; Greq 82) Vendor # 17295 Merle45%; Sally Stratakis-27% SCHOOL LOOP, INC 77) 41 GRANT AVE, 4TH FLR Vendor # 31207 SAN FRANCISCO, CA 94108 CARNEGIE LEARNING, INC. Mark Gross **437 GRANT STREET** 650 224-6750 PITTSBURGH, PA 15219 Ownership: Dara Linson-13.88%; Mark Gross Beth Swaney 31.42%: All Other Stakeholders Less Than 888 851-7094 10% Ownership: For Profit: Barry Malkin-100%

83)	<u>Vendor # 24503</u>	88)	<u>Vendor # 15769</u>
•	SOCIAL STUDIES SCHOOL SERVICE DBA	•	CIQ Labs DBA Classroom IQ
	CLASSROOM HEALTH RESOURCES:		222 W Merchandise Mart Plaza Suite 1212
	CLASSROOM SCIENCE RESOURCES'		Chicago, IL 60654
	GOOD YEAR BOOKS: INTERACT:		Steve Dillinger
	MINDSPARKS; SCHOOL COUNSELOR		312 804-4799
	RESOURCES: THE WRITING COMPANY:		Ownership: Stephen Dillinger 66% Dave
	<u>NYSTROM</u>		Beazley 12% Imaginek12 6% Roy Steele
	10200 JEFFERSON BLVD.		<u>3.49%</u>
	CULVER CITY, CA 90230		
	Cindy Gosser	89)	Vendor # 17142
	310 839-2436		PARENTSQUARE INC
	Ownership: For Profit-David Weiner -25%;		924 ANACAPA ST. STE 3R
	Aaron Willis - 25%; Sanford Weiner - 25%;		SANTA BARBARA, CA 93101
	<u> Irwin Levin - 25%</u>		Anupama Vaid
84)	Vendor # 99641		805 637-8381
04)	TENMARKS EDUCATION, LLC		Ownership: Anupama Vaid - 42.95%; Sohit
	<del></del>		Wadhwa - 19.20%; Linn Sillers - 14.40%
	1633 BAYSHORE HWY, STE 234	00)	Vander # 16502
	BURLINGAME, CA 94010 Rohit Aganwal	90)	Vendor # 16592 KURZWEIL / INTELLITOOLS, INC.
	415 810-2494		
	Ownership: Llc. Columbus Inc - 100%		24 PRIME PARKWAY
	<u> </u>		NATICK, MA 01760
85)	Vendor # 68868		<u>Amy Otis</u> 800 894-5374
• ,	THINK THROUGH LEARNING, INC		Ownership: Cambium Learning -100%
	116 FEDERAL STREET, FLOOR 2		GWICISHIP: Galloram Loanning 10070
	PITTSBURGH, PA 15212	91)	Vendor # 17302
	Chris Swango	•	LEARNING A-Z, LLC
	<u>412 894-9935</u>		17855 DALLAS PARKWAY, STE 400
	Ownership: Saturn Partners Lp Iii- 13.03%; S	3if_	DALLAS, TX 75287
	Ventures Iii, L.P11.01%; All Other		Amy Otis
	Shareholders Less Than 10%		<u>800 547-6747</u>
0E)	Vander # 22967		Ownership: Lazel, Inc 100%
86)	Vendor # 33867 VOYAGER SOPRIS LEARNING, INC		
		92)	Vendor # 80011
	4185 SALAZAR WAY		MEDIA-X SYSTEMS, INC
	FREDICK, CO 80504 Amy Otis		1825 WOODWARD DRIVE
	800 547-6747		OTTAWA, ONTARIO K2COP9
	Ownership: Cambium Learning, Inc 100%		Marz Monetti
	OWNER OF THE PARTY		888 722-9990 X:125 Ownership: Steve Moretti 70%, Yvonne Day
87)	Vendor # 37498		10%, Guy St. Prierre 10%
•	NEW DIMENSION MEDIA-A QUESTAR CO.		1070. Cdy Cs. 1 11011 C 1070
	307 NORTH MICHIGAN AVE., STE 500	93)	Vendor # 61582
	CHICAGO, IL 60601	,	DimensionU, Inc
	Albert Nader		1895 Billingsgate Circle, Ste B
	312 642-9400		Richmond, VA 23238
	Ownership: Albert Nader -73.4%; Walter		Steven Hoy
	Cornett -19.3: Boon Family Trust - 7.3%		877 682-2852
			Ownership: Nt Etuk 30.12%; Steven
			Hoy-30.09%; Ascend Ventures Ii-10.04%;
			Ascend Ventures Nyii-10,04%: All Other
			Stakeholders Less Than 10%

Board Member Dr. Hines abstained on Board Report 16-0427-PR2.

#### 16-0427-PR3

### AUTHORIZE THE FINAL RENEWAL AGREEMENT WITH VARIOUS VENDORS FOR ONLINE DATABASE SUBSCRIPTION SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreements with various vendors to provide online database resource subscription services to the Department of Literacy: Libraries at an estimated annual cost set forth in the Compensation Section of this report. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator:

Janus, Ms. Rene / 773-553-2280

#### VENDOR:

Vendor # 63346
 CENGAGE LEARNING
 10650 TOEBBEN DR
 INDEPENDENCE, KY 41051
 Kira Prince
 800 354-9706
 Ownership: Cengage Learning Acquisitions,
Inc 100%

2) Vendor # 12542 ENCYCLOPAEDIA BRITANNICA 331 N. LASALLE ST. CHICAGO, IL 60654 Mabel G. Mannion 312 347-7205 Ownership: Encyclopaedia Britannica

Holdings Sa - 100%

Vendor # 12618

TEACHINGBOOKS.NET LLC

150 EAST GILMAN STREET, SUITE 1200 MADISON, WI 53703 Nick Glass 608 257-2919 Ownership: Nick Glass 100%

### **USER INFORMATION:**

#### Contact:

3)

10810 - Teaching and Learning Office 42 West Madison Street Chicago, IL 60602

Gurley, Miss Annette Denise

773-553-1216

#### Project

Manager.

13700 - Literacy 501 West 35th Street Chicago, IL 60616 Perez, Miss Lisa Elaine 773 553-6460

#### ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 14-0625-PR20 as amended by 14-0723-PR10) in the amount of \$155,000 are for a term commencing July 1, 2014 and ending June 30, 2015, with the Board having two (2) options to renew for one (1) year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

The Agreements were renewed (authorized by Board Report 15-0624-PR13) in the amount of \$153,194 for a term commencing July 1, 2015 and ending June 30, 2016.

#### **OPTION PERIOD:**

The term of each Agreement is being renewed for one (1) year commencing July 1, 2016 and ending June 30, 2017.

#### **OPTION PERIODS REMAINING:**

There are no options remaining.

#### SCOPE OF SERVICES:

Each of the vendors below shall continue to provide access to identified resources. Vendors will ensure that all students and teachers have 24 hours a day and 7 days a week access to the subscription sites. Vendors will continue to assign a representative who will field both phone calls and email requests from CPS for technical assistance.

Cengage Learning will provide the following service:

1. Unlimited on-site and remote access to the Student Resources in Context, Research in Context, and KidsInfobits databases

Encyclopaedia Britannica will provide the following services:

- 1. Unlimited on-site and remote access to Britannica Online School Edition and Spanish Reference Center;
- 2. Up to 10 days (2 sessions per day) of in-person professional development services free of charge:
- 3. During the subscription term, Chicago Public Schools will also receive a special discount of 20% on all Britannica print products.

Teachingbooks.net will provide access to the following service:

1. Access to the Teachingbooks.net author information database

#### **DELIVERABLES:**

Vendors will continue to provide 24 hour and 7 day access to their respective database content as described above and will also provide usage reports detailing the site usage district-wide. Encyclopaedia Britannica will provide up to 10 days of in-person professional development services at no additional charge.

#### **OUTCOMES:**

Vendors' services will result in access to noted databases to improve student achievement by providing access to a rich collection of text, video and audio content. Formats include full-text magazines, newspapers, podcasts, and reference books that are relevant to current events, the arts, science, popular culture, health, people, government, history, sports and more. The databases successfully support the Chicago Public Schools curriculum, support effective teaching using technology, and help students develop the information retrieval and processing skills that are required for students to be college and career ready.

#### COMPENSATION:

Vendors shall be paid as specified in their respective agreement.

Estimated annual costs for this option period are set forth below:

Britannica (K-12 Encyclopedia & Spanish Encyclopedia) FY17, \$55,113.76

Teachingbooks net (Author websites, video interviews, book lists, and biographical information) FY17, \$8,659.27

Cengage Learning (Gen K 12 Reference) FY17, \$75,000

Total compensation for all vendors not to exceed the sum of \$138,773.03

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief of Teaching and Learning to execute all ancillary documents required to administer or effectuate these option agreements.

#### **AFFIRMATIVE ACTION:**

No MWBE goals assigned, online software, scope of work is not further divisible.

#### LSC REVIEW

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Funds 324 and 115 Teaching and Learning, Unit 10810 \$138,773.03, FY17

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-PR4

#### AUTHORIZE A NEW AGREEMENT WITH INTERNATIONAL BACCALAUREATE AMERICAS TO PROVIDE PROFESSIONAL DEVELOPMENT, STUDENT ASSESSMENTS AND RELATED SCHOOL **SERVICES**

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with International Baccalaureate Organization (IB) to provide consulting services to the Office of Teaching and Learning at a cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis: the non-competitive request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Procurement Officer. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event the agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator :

Janus, Ms. Rene / 773-553-2280

#### VENDOR:

Vendor # 50497 1) INTERNATIONAL BACCALAUREATE **ORGANIZATION** 7501 WISCONSIN AVE. BETHESDA, MD 20814 Gloria McDowell 301 202-3000

Ownership: Not For Profit

### **USER INFORMATION:**

Contact:

10810 - Teaching and Learning Office

42 West Madison Street

Chicago, IL 60602

Gurley, Miss Annette Denise

773-553-1216

Project

Manager:

10845 - Magnet, Gifted and IB Programs

42 West Madison Street

Chicago, IL 60602

Templin, Ms. Tracy L

773-535-5100

The term of this agreement shall commence on July 1, 2016 and shall end June 30, 2018. This agreement shall have two (2) options to renew for two (2) years each.

#### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

#### SCOPE OF SERVICES:

IB will provide a series of teacher training workshops covering the different subject groups that comprise the Diploma Programme, Middle Years Programme, Primary Years Programme, and IB Career-related Certificate. IB will also continue to provide curriculum for these training workshops and seminars and will give the participating CPS schools support in implementing the programme curriculum and framework. IB's services will include: (1) consulting schools on how to prepare an application for IB authorization and evaluation visits, (2) providing student examinations, grading, and monitoring of assessments and (3) providing programme evaluation, monitoring and feedback.

#### **DELIVERABLES:**

Consultant will provide International Baccalaureate curriculum guides, coordinator's handbooks, guides to implementing the Middle Years Programme, assessment materials and examinations for participating CPS students, and IB diplomas and certificates for students who qualify. Consultant will provide annual onsite IB workshops for qualified teachers at participating IB World Schools and teacher training certificates including continuing education credits. Consultant will provide schools with IB World subscription and access to the Online Curriculum Center (OCC) for all trained IB teachers. Consultant will provide monitoring reports and evaluation documents, conduct evaluation visits and provide feedback for the elementary and high schools with authorized Middle Years Programmes and Primary Years Programmes. Consultant will provide evaluation documents and feedback for the high schools with authorized Diploma Programmes.

Schools will receive the following core services for each programme they are authorized to teach. Full access to a world-class curriculum that is comprehensively researched and regularly reviewed and updated according to a published plan:

- A trans-disciplinary framework in the Primary Years Programme
- Eight subject groups and five areas of interaction in the Middle Years Programme
- Over 200 subjects and levels in the Diploma Programme
- Extensive teacher participation in the review cycle to ensure that the curriculum is up to date, relevant and reflects best practice from around the world
- A wide range of curriculum publications to support teachers
- Secure access to the Online Curriculum Center (OCC) for every teacher
- An online community of more than 30,000 teachers from over 120 countries
- Organized by curriculum area, with additional areas relating to librarians, special education needs, academic honesty and research
- Contains news and information, IB curriculum and assessment publications, a teacher resource exchange and discussion forums
- Programme evaluation in schools
- A self-study process required every five years in all IB World Schools, supported by the IB with reports and school visits where appropriate
- A reflective exercise that involves the entire school community and aims to improve practice, identify strengths and weaknesses, and determine areas for future focus reinforcing the support and commitment for the programme from all stakeholders in the community

# Communication and marketing support:

- Use of the IB World School name and logo to indicate a school's unique international status and involvement with the IB
- Four subscriptions to the official magazine, IB World, which is published three times a year to keep everyone informed about the news and events across the IB community
- A dedicated school page on the IB website, with school details and links to school websites
- Assistance with university and government recognition
- Support from regional office and IB headquarters by email and telephone on all aspects of being an IB World School
- Professional support in all parts of the curriculum and in cross-curricular areas such as special education needs
- Access to the IBIS (the IB extranet) for tasks necessary to administer the programme

# **OUTCOMES**

Consultant's services will result in the following: 22 CPS high schools maintaining their IB Diploma Programme authorization; 50 CPS elementary and high schools maintaining their IB Middle Years Programme authorization; 8 CPS elementary schools maintaining their IB Primary Years Programme authorization; 7 CPS high schools maintaining their IB Career-related Certificate.

# COMPENSATION:

Consultant shall be paid as specified in the agreement; total for the initial term shall not to exceed the sum of \$5,847,600. Invoicing will occur as fees and other programme requirements for applications, examinations, evaluations, workshops, conferences, and authorizations become due. International Baccalaureate Organization requires that payment for IB exam registration and fees be paid in advance of administering of exams. IB also requires payment in advance for teacher workshop registration in order to reserve and hold a spot in the session.

# REIMBURSABLE EXPENSES:

None.

# **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Deputy Chief Education Officer to execute all ancillary documents required to administer or effectuate this agreement.

# **AFFIRMATIVE ACTION:**

Pursuant to section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE goal provisions of the Program do not apply to transactions where the Vendor providing services operates as a Not-for-Profit organization.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to Office of Teaching and Learning - Unit 10845: \$5,847,600.00 Fund 115

FY 2017 - \$2,841,050.00 FY 2018 - \$3,006,555.00

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-PR5

# AMEND BOARD REPORT 16-0127-PR5 AMEND BOARD REPORT 15-1216-PR6

AUTHORIZE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH CONTRACTORS TO PROVIDE VARIOUS TRADES WORK OVER \$10,000 FOR THE OPERATIONS AND MAINTENANCE PROGRAM

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the pre-qualification status of various Contractors and entering into new master agreements with Contractors to provide various trades services for operations and maintenance work over \$10,000, at an estimated annual cost set forth in the Compensation Section of this report. Contractors were selected on a competitive basis pursuant to Board Rule 7-2. Written master agreements for these services are currently being negotiated. No services shall be provided by and no payment shall be made to any Contractor during this period prior to execution of their respective written agreement. The pre-qualification status approved herein for each Contractor shall automatically rescind in the event such Contractor fails to execute their respective master agreement within 120 days of the date of this Board Report. Information pertinent to these master agreements is stated below.

This January 2016 amendment is to i) correct the trades listed for 23 vendors and ii) correct the name and vendor number for vendor #31 to Techpro Direct, Inc. (vendor # 16698). No amendments to the agreements are required.

This April 2016 amendment is necessary to add eighteen (18) new vendors to the list of pre-qualified contractors and add a new trade to one (1) existing vendor. ADV Builders. Inc. (#2) as a result of the Supplemental RFQ issued. Written master agreements with the new Contractors and an amendment to the agreement with ADV Builders. Inc. are being negotiated. The authority granted herein shall automatically rescind as to each Contractor in the event their document is not executed within 120 days of the date of this amended Board Report.

Specification Number :

15-350032, 16-350022

Contract Administrator :

Hernandez, Miss Patricia / 773-553-2280

# USER INFORMATION :

Contact:

11860 - Facility Operations & Maintenance

42 West Madison Street Chicago, IL 60602 Osland, Mr. Paul G. 773-553-2960

#### TERM:

The term of this pre-qualification period and each master agreement is three (3) years, effective January 1, 2016 and ending December 31, 2018. The term of each master agreement awarded pursuant to, supplemental RFQs shall commence upon date of execution and end December 31, 2018. The Board shall have the right to renew the pre-qualification period and each master agreement for two (2) additional one (1) year periods.

#### **SCOPE OF SERVICES:**

Contractors will provide various trades/work for the Operations and Maintenance Program for projects over \$10,000 at Chicago Public Schools. The category of services for which each Contractor is pre-qualified is identified in the attached list.

#### COMPENSATION:

The sum of payments to all Contractors for the pre-qualification period January 1, 2016 and ending December 31, 2018, inclusive of all labor, materials and supplies, shall not exceed \$12,000,000 in the aggregate. All expenditures made to the pre-qualified Contractors hereunder shall be reported to the Board on a quarterly basis pursuant to Board Rule 7-8.

#### USE OF POOL:

The Department of Facility Operations and Maintenance and the Department of Safety and Security, shall cause bid solicitations to be issued to the pre-qualified contractors for the types of services as needed. Bids will be awarded to the lowest, responsible contractor and awards made through issuance of a purchase order by the Chief Procurement Officer or his designee. Bids shall be deposited and opened in the Chicago Public Schools Department of Procurement. All Bid Notices are posted on the Department of Procurement website:

http://www.csc.cps.k12.il.us/purchasing/prequalified\_contractors.html

#### AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written master agreements <u>and amendments</u>. Authorize the President and Secretary to execute the master agreements <u>and amendments</u>. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate the agreements.

#### **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Business Enterprise participation in Construction Projects (M/WBE Program), the M/WBE goals for this contract include 30% total MBE and 7% total WBE. Aggregated compliance of the Contractors in the pool will be reported on a quarterly basis.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

# **FINANCIAL**

Fund 230 and various capital funds
Charge to Facility Operations and Maintenance: \$11,000,000
Parent Unit Number 11800
Charge to Office of School Safety and Security: \$1,000,000
Parent Unit Number: 10600
Not to Exceed \$12,000,000 FY16

Future year funding is contingent upon future budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

1)

Vendor # 68849
ACCURATE GC LTD
ACCURATE GC LTD
A440 NORTH KOSTNER AVE.
CHICAGO, IL 60630
William V. Nino
T73 594-1122

Trades: All Trades (General Contracting),
Ownership: William V. Nino - 100%

4)

Vendor # 18166
AFFILIATED INT
INC DBA AFFIL
3839 N. WESTE
CHICAGO, IL 60
Stephen Stillman
773 594-1122

Trades: Electric
Stillman - 100%

2)

Vendor # 16575
ADV BUILDERS INC DBA ADV SPORTS
BUILDERS INC
653 DICKENS AVE
GLENDALE HEIGHTS, IL 60139
Carlos Navas
630 815-3618

Trades: Floor Covering Installation, Floor Wood (Refinishing And Repair), <u>Carpenter, All Trades (General Contracting)</u> Ownership: 6) Carlos Navas - 100%

3)

Vendor # 32277

ADVANCED WIRING SOLUTIONS

4838 WEST 128TH PLACE

ALSIP, IL 60803

Michael Sanfratello

708 385-0916

Trades: Communications Electrician And 7)
Electrician Ownership: Michael Sanfratello - 100%

Vendor # 18166
AFFILIATED INTERNATIONAL RESOURCES
INC DBA AFFILIATED RESOURCES INC
3839 N. WESTERN AVE.
CHICAGO, IL 60618
Stephen Stillman
773 509-9300

Trades: Electrician Ownership: Barbara Stillman - 100%

Vendor # 89040 ALL TECH ENERGY INC 1000 EAST STATE PARKWAY, STE C SCHAUMBURG, IL 60173 Kathy Esposito 847 882-0500

Trades: Electrician, Ownership: Kathy Esposito - 100%

Vendor # 96106 AMALGAMATED SERVICES INC 110 GOLFVIEW LN. UNIT B FRANKFORT, IL 60423 Karen M. Riffice 708 417-5946

Trades: Plumbing, Hvac, Pipefitter Ownership: Karen M. Riffice - 100%

Vendor # 32308 AMC MECHANICAL INC 11535 WEST 183RD PLACE., UNIT 106 ORLAND PARK, IL 60467 Sylvia E. Lopez 708 479-4678

Trades: Hvac, Pipefitting, Ownership: Slyia E. Lopez - 51% And Anthony R. Lopez - 49%

8) 12) Vendor # 67463 Vendor # 16582 ANTIGUA INC DBA ANTIGUA AMICI TERRAZZO LLC CONSTRUCTION INC 1522 JARVIS AVE. 676 N LASALLE ST ELK GROVE VILLAGE, IL 60007 CHICAGO, IL 60654 Carmine Tucci Edith De La Cruz 847 290-9998 312 273-4077 Trades: Terrazzo Finisher, Terrazzo Mason, Ownership: Carmine Tucci - 50% And Brian Trades: Carpenter, Ceiling Tile Installer, Smith - 50% Electrician, Cement Mason, Floor Covering, Hvac, Painter, Plumber, Plasterer, Sign Hanger 9) Ownership: Edith De La Cruz - 100% Vendor # 29689 ANCHOR MECHANICAL, INC. 13) Vendor # 94881 255 N CALIFORNIA AVE APRIL BUILDING SERVICES, INC CHICAGO, IL 60612 22W274 IRVING PARK RD. Jack Winters ROSELLE, JL 60172 312 492-6994 Greg Bodin 630 373-7666 Trades: All Trades (General Contracting) Ownership: Michael Rosner - 100% Trades: Tuckpointer Ownership: Carmen 10) Guzman - 100% Vendor # 31390 ANDEE BOILER & WELDING COMPANY 14) Vendor # 25485 7649 S STATE STREET ARLINGTON GLASS & MIRROR CO. CHICAGO, IL 60619-2316 4547 N MILWAUKEE AVENUE Jeffrey J. Murphy CHICAGO, IL 60630 773 874-9020 Aleksander Peric 773 283-0737 Trades: Hvac, Boiler Makers And Pipefitting, Ownership: Jeffrey J. Murphy - 50% And Timothy R. Murphy - 50% Trades: Glazing, Sheet Metal Work Ownership: Aleksandar Peric - 100% 11) Vendor # 20245 15) ANDERSON & SHAH ROOFING, INC. Vendor # 11380 **B.E.T.O.N. CONSTRUCTION** 23900 COUNTY FARM ROAD 1415 W 37TH ST **JOLIET, IL 60431** CHICAGO, IL 60609 Pravin M Shah Violetta Gutowska 815 741-0909 773 823-1145 Trades: All Trades (General Contracting)

Trades: Masonry And Finishing, Laborers, Ownership: Violetta Gutowska - 100%

Ownership: Paul Shah - 100%

20) 16) Vendor # 42778 Vendor # 11800 **BROADWAY ELECTRIC INC** CARROLL SEATING COMPANY 2105 LUNT AVE. 831 OAKTON STREET ELK GROVE VLG., IL 60007 ELK GROVE VILLAGE, IL 60007-1904 John Oehler Alex Klopp 847 593-0001 847 434-0909 Trades: All Trades (General Contracting) Trades: Communications Electrician, Electrician, All Trades (General Contracting) Ownership: Northern Trust Company Trustee, Thomas Mcmahon - 45.25%, Patrick Carroll -Ownership: John Oehler - 100 % 4.9, And Multiple Shareholders All Under 5%. 17) 21) Vendor # 34765 **BUCKEYE CONSTRUCTION CO INC** Vendor # 98689 CORE MECHANICAL, INC 7827 S. CLAREMONT AVENUE 2650 WEST MONTROSE AVE CHICAGO, IL 60620 CHICAGO, IL 60618 Vincent L. Difiore Jesse Richardson 773 778-8583 773 267-6300 Trades: All Trades (General Contracting), Ownership: Michael V. Difiore - 50% And Trades: All Trades (General Contracting), Vincent L. Difiore - 50% Ownership: Jesse Richardson - 100% 18) 22) Vendor # 16143 Vendor # 65662 CANDOR ELECTRIC COURTESY ELECTRIC, INC 7825 S CLAREMONT 8770 W BRYN MAWR AVE CHICAGO, IL 60620 CHICAGO, IL 60631 Vincent J. Difiore Matthew Ryan 773 867-8301 773 778-2626 Trades: Communications Electrician And Trades: Communications Electrician, Electrician, Electric Power Ownership: Vincent Electrician Ownership: Matthew Ryan - 100% J. Difiore - 100% 23) 19) Vendor # 23669 Vendor # 12157 D&M PROPERTY MAINTENANCE, INC. CARPETING ET CETERA INC 14538 S. WESTERN 11911 W 118TH STREET POSEN, IL 60469 PALOS PARK, IL 60464 **Daniel Cronin** Steve Cetera 708 293-1272 708 448-0404 Trades: All Trades (General Contracting), Trades: Carpentry, Floor Covering Ownership: Ownership: Daniel D. Cronin - 100% Sharon Cetera - 100%

28) 24) Vendor # 95418 Vendor # 64950 **ELANAR CONSTRUCTION COMPANY** DCG ROOFING SOLUTIONS INC 6620 WEST BELMONT AVE. 1285 RAND RD. DES PLAINES, IL 60016 CHICAGO, IL 60634-3934 Dominic Dunlap Ross Burns 847 296-6611 773 628-7011 Trades: Roofer Ownership: Dominic Dunlap -Trades: Cement Mason, Stone Mason, Operating Engineer Hwy 5 And Laborer 100% Ownership: Ross Burns - 100% 25) Vendor # 16591 29) **DEEBO ELECTRIC COMPANY** Vendor # 69846 F & G ROOFING COMPANY, LLC 7835 SOUTH RIDGELAND AVE 4234 WEST 124TH PLACE CHICAGO, IL 60649 ALSIP, IL 60803 Derrick M. Calvin Jarnes Figora 773 269-1715 708 597-5338 Trades: Electrician, Hvac, Electric Power Equipment Ownership: Derrick M. Calvin -Trades: Roofing, Ownership: James M. Figora 100% - 50% And Brad Grove - 50% 26) 30) Vendor # 94694 Vendor # 31513 DEPUE MECHANICAL, INC FENCE MASTERS INC 113 S RIDGE RD 20400 COTTAGE GROVE AVE. MINOOKA, IL 60447 CHICAGO HEIGHTS, IL 60411 Peter Biancardi Jirn Jacobsen 708 758-5250 815 255-2500 Trades: Hvac, Pipefitting Ownership: James Trades: Iron Work, Ownership: Steve Jacobsen Jr. - 50% And Tom Harrigan - 50% Johnson - 50% And Robert Mitziea - 50% 27) 31) Vendor # 96868 Vendor # 16698 ECO LIGHTING SERVICES & TECHNOLOGY, **TECHPRO DIRECT INC** LLC 2417 N 78TH AVE 724 WEST RACQUET CLUB DRIVE ELMWOOD PARK, IL 60707 ADDISON, IL 60101 Andrew Petcov Debra Naybar 773 977-9435 630 628-4280 Trades: Communications Electrician And Trades: Communications Electrician And Electrician Ownership: Flavius Andrew Petcov Electrician Ownership: Debra Naybar - 100% - 100%

32) 36) Vendor # 20242 Vendor # 32495 GALAXY ENVIRONMENTAL, INC. HARDY CORPORATION 3565 NORTH MILWAUKEE AVE. 711 WEST 103 RD STREET CHICAGO, IL 60628 CHICAGO, IL 60641 George Salinas Kimberly Hardy-Spaulding 773 779-6600 773 427-2980 Trades: All Trades (General Contracting) Trades: All Trades (General Contracting), Ownership: George A. Salinas - 100% Ownership: Kim Spaulding - 100% 33) 37) Vendor # 25867 Vendor # 23310 GARRIGAN CONSTRUCTION, INC. **HUDSON BOILER & TANK CO** 1022 FERDINAND AVE. 3101 S STATE ST FOREST PARK, IL 60130-2204 LOCKPORT, IL 60441 Rosemary Hepner **Brent Tillman** 708 488-8170 312 666-4780 Trades: All Trades (General Contracting), Trades: Hvac, Boilermakers Ownership: Ed Ownership: Rosemary Hepner - 77.5%, Hoveke - 100% Thomas Hepner - 11.3%, And James Garrison - 11.3% Vendor # 13288 34) IDEAL HEATING COMPANY Vendor # 17958 9515 SOUTHVIEW AVE **GREATLINE COMMUNICATIONS** BROOKFILED, IL 60513 P.O. BOX 1452 Charles M. Usher Jr. SOUTH HOLLAND, IL 60473 708 680-5000 Joseph Blandford 708 331-8707 Trades: All Trades (General Contracting), Hvac Ownership: Charles M. Usher - 52%, Trades: Communications Electrician And Andrew L. Usher - 24% And Edward M. Usher Electrician Ownership: Cynthia Blandford -- 24% 75%, Joseph Blandford - 10%, David Schaefer - 10% And Cindy Jorgens - 5% Vendor # 44509 35) IW & G INC

Vendor # 30083 GROVE MASONRY MAINTENANCE, INC 4234 WEST 124TH PLACE ALSIP, IL 60803 Brade Grove 708 385-0225

Trades: Brick Masonry, Marble Mason, Cement Mason, Laborer, And Tuckpointing (Brick Mason), Ownership: Brad Grove - 100% Trades: Brick Mason, Ownership: Al Arreguin - 100%

1022 NORTH AVE

Al Arreguin

708 576-8421

DES PLAINES, IL 60016

40)

Vendor # 69613 IMPERIAL LIGHTING MAINTENANCE COMPANY 4555 NORTH ELSTON AVE. CHICAGO, IL 60630 Todd Mendelsohn 773 794-1150

Trades: Communications Electrician And Electrician Ownership: Cary Mendelsohn - 100%

41)

Vendor # 13332 INDEPENDENT MECHANICAL INDUSTRIES INC 4155 N. KNOX AVENUE CHICAGO, IL 60641-1915 Ronald F. Marshall 773 282-4500

Trades: Hvac, Pipefitting, Boilermakers, Laborer, And Brick Masons Ownership: John45) M. Reynolds - 62.55%, Joseph P. Reynolds -33.02% And Ronald F. Marshall - 4.43%

42)

Vendor # 27990 INTERSTATE ELECTRONICS COMPANY 600 JOLIET ROAD WILLOWBROOK, IL 60527 Gregory P. Kuzmic 630 789-8700

Trades: Communications Electrician And 46) Electrician Ownership: Nancy A. Stokes - 42%, Patricia A. Kuzmic - 48% And Thomas G. Stokes - 10% Vendor # 94880 IWANSKI MASONRY INC 1000 N ROHLWING RD LOMBARD, IL 60148 Paul Iwanski 630 317-7300

43)

44)

Trades: Masonry And Finishing, Ownership: Paul Iwanski - 100%

Vendor # 38000 JENSEN WINDOW CORP. 7641 W 100TH PLACE BRIDGEVIEW, IL 60455 Jeffrey W. Jenson 708 599-5990

Trades: Carpentry And Glazier, Ownership: Jeffrey W. Jensen - 60% And Keith M. Jensen - 40%

Vendor # 94652 JJ SERVICES BAIER 8055 WEST 123RD STREET PALOS PARK, IL 60464 Brian Baier 708 420-3100

Trades: Hvac, Pipefitters, Sheet Metal Worker, Labor Work Ownership: Bryan Baier - 51% And John Baier - 49%

Vendor # 21217 JONES & CLEARY ROOFING CO., 6838 S SOUTH CHICAGO AVE CHICAGO, IL 60637 William J. Cleary III 773 288-6464

Trades: Roofing, Sheetmetal Ownership: William J. Cleary Iii - 100%

51) 47) Vendor # 29871 Vendor # 36632 JONES ENVIRONMENTAL CONTROL, INC LOPEZ AND SONS INC 19144 S. BLACKHAWK PARKWAY **7813 W 97TH STREET** MOKENA, IL 60448 HICKORY HILLS, IL 60457 Sandra G. Lopez Joahn Schleicher 815 464-0591 708 599-4889 Trades: Hvac, Pipefitting, Boilermakers And Trades: Carpenter, Floor Covering Installer, Floor Wood (Refinishing And Repair), Labor Brick Mason, Ownership: Joan Schleicher -100% Work Ownership: Sandra G. Lopez - 100% 52) 48) Vendor # 33924 Vendor # 94982 KBI CUSTOM CASE INC LOWERY MCDONNELL COMPANY 12406 HANSEN RD 255 MITTEL DRIVE WOOD DALE, IL 60191 **HEBRON. IL 60034** Janice LeTourneau Scott Mills 815 648-4940 630 227-1000x237 Trades: Millwright Ownership: Janice Trades: Carpenter, Floor Covening, Labor Letourneau - 100% Work Ownership: Scott Mills - 100% 49) 53) Vendor # 22473 Vendor # 35959 KNICKERBOCKER ROOFING & PAVING CO., MARKE PLUMBING, INC. 2720 E. MICHIGAN BLVD. 16851 S. LATHROP STREET MICHIGAN CITY, IN 46360 HARVEY, IL 60426 Mark Kilcoyne Paul V. Cronin 219 879-0471 708 339-7260 Trades: Plumbing Ownership: Elizabeth Trades: All Trades (General Contracting) Kilcoyne - 60% And Mark Kilcoyne - 40% Ownership: Mark Moran 10%, Christopher Cronin - 23%, Paul Cronin - 22%, Robert 54) Vendor # 91435 Cronin - 23% And Mark A. Cronin lii - 22% MARKET CONTRACTING SERVICES INC 50) 4201 WEST 36TH STREET., STE 250 Vendor # 25247 CHICAGO, IL 60632 L MARSHALL INC Rajiv Kharma 2100 LEHIGH AVE 773 321-7248 GLENVIEW, IL 60026 Lawrence P. Marshall Trades: Carpenter, Elevator Constructor, 847 724-5400 Painter, Plasterer And Roofer Ownership: J.

Trades: Roofing And Sheetmetal Ownership:

Lawrence P. Marshall - 100%

Antonio Oliva - 55% And Rajiv Kharma - 45%

59) 55) Vendor # 25993 Vendor # 16375 MBB ENTERPRISES OF CHICAGO INC MOLTER CORPORATION 3352 WEST GRAND AVE. 7601 W 191ST ST CHICAGO, IL 60651 TINLEY PARK, IL 60487 Janine Barsh Loretta Molter 773 278-7100 708 720-1600 Trades: All Trades (General Contracting), Trades: Brick Mason, Stone Mason, Boiler Maker, Labor Work, Terrazo Mason And Tile Ownership: Janine Barsh - 100% Mason Ownership: Loretta Molter - 100% 56) Vendor # 27286 60) MECO ELECTRIC COMPANY INC Vendor # 12030 MONTEL TECHNOLOGIES LLC 3717 W. BELMONT AVE. 333 W Ohio St Ste 101 CHICAGO, IL 60618 Chicago, IL 60654 Paul R. Micahelsen Ray Montelongo 773 463-7800 815 966-1267 Trades: Communications (Low Voltage Wiring) And Electrical (High Voltage Wiring) Trades: Communications Electrician: Ray Ownership: Paul Michaelsen - 100% Montelongo - 90% And Megan Montelongo -10% 57) Vendor # 38502 61) MIDWEST MOVING & STORAGE, INC Vendor # 15742 MORENO & SONS INC 1255 TONNE ROAD 2366 PLAINFIELD RD ELK GROVE VILLAGE, IL 60007 CREST HILL, IL 60405 Luis A. Toledo Mario Moreno 888 722-6683 815 725-8600 Trades: Carpenter, Labor Work Ownership: Luis A. Toledo - 100% Trades: Carpentry Ownership: Mario Moreno - 100% 58) Vendor # 67315 62) Vendor # 30913 MIDWEST PLUMBING & HEATING, INC MUNICIPAL ELEVATOR SERVICES INC 3153 CHARLES ST 5420 W. SUNNYSIDE AVENUE MELROSE PARK, IL 60164 CHICAGO, IL 60630 Gary Weich Jr. Gerald Rangel 815 735-8667 773 777-8355 Trades: Plumbing, Hvac Ownership: Gary Weich Jr. - 100% Trades: Elevator Constructor Ownership: Gerald Rangel - 100%

63) 67) Vendor # 45621 Vendor # 17883 MURPHY & JONES CO INC OAK BROOK MECHANICAL SERVICES INC 4040 N. NASHVILLE AVENUE 961 SOUTH RT 83 CHICAGO, IL 60634 ELMHURST, IL 60126 Edward M. Latko Jr. Mark Sullivan 773 794-7900 630 941-3555 Trades: All Trades (General Contracting) Trades: Pipefitting Ownership: Mark Sullivan -Ownership: Edward M. Latko, Jr. - 100% 50% And Joseph Sullivan - 50% 64) 68) Vendor # 61234 Vendor # 14436 MVP FIRE SYSTEMS INC **OOSTERBAAN & SONS COMPANY** 8201 W 183RD STREET 2515 W 147TH ST TINLEY PARK, IL 60487 POSEN, IL 60469 Robert K. Wasniewski Gregory T. Oosterbaan 708 371-1594 708 371-1020 Trades: Sprinkler Fitting Ownership: Robert Trades: Painting Ownership: Brandt K. Wasniewski - 90% And Gregory S. Lunak -Oosterbaan - 50% And Gregory T. Oosterbaan 10% - 50% 65) 69) Vendor # 65706 Vendor # 49725 MZI BUILDING SERVICES INC PACE SYSTEMS INC 1937 W FULTON ST 2040 CORPORATE LANE CHICAGO, IL 60612 NAPERVILLE, IL 60563 Arthur Miller Wayne Liu 312 492-8740 630 395-2212 Trades: All Trades (General Contracting), Trades: Communications Electrician And Ownership: Arthur Miller - 100% Electrician (High Voltage Wiring) Ownership: Wayne Liu - 100% 66) Vendor # 11963 70) NORTHERN BUILDERS INC Vendor # 38609 **PARKWAY ELEVATORS** 5060 River Road 1001 W GRAND AVE Schiller Park, IL 60176 CHICAGO, IL 60642 Thomas Grusecki John Posluszny 847 678-5060 312 374-9995 Trades: All Trades (General Contracting), Ownership: James P. Grusecki - 49%, Thomas Trades: Elevator Construction Ownership: D. Grusecki - 44% And Matthew J. Grusecki -John Posluszny - 100% 7%

71) 75) Vendor # 23503 Vendor # 98724 PAVEMENT SYSTEMS INC QU-BAR INC 13820 S. CALIFORNIA AVE 4163 WEST 166TH STREET BLUE ISLAND, IL 60406 OAK FOREST, IL 60452 James Land Walter Choksi 708 339-8360 708 396-8888 Trades: Cement Masonry, Laborer, Operating Trades: Hvac Ownership: Niranjan S. Engineer Hwy 1,2, 5 Ownership: James J. Choksi - 100% Land - 33.33%, John E. Land - 33.33% And 76) Peter G. Land - 33.33% Vendor # 32334 QUANTUM CROSSINGS, LLC 72) Vendor # 49886 111 EAST WACKER DRIVE, SUITE 990 PIERPORT CONSTRUCTION INC. CHICAGO, IL 60601 1900 N. AUSTIN AVE. Roger J. Martinez CHICAGO, IL 60639 312 467-0065 Peter T. Arenson 773 385-5700 Trades: Communications Electrician And Electrician (High Voltage Wiring) Ownership: Trades: Roofing Ownership: Peter T. Roger J. Martinez - 51% And Thomas R. Donovan - 49% Arenson - 100% 73) 77) Vendor # 16640 Vendor # 16617 REFLECTIVE ROOFING LLC PLUMBING RX INCORPORATED 6429 S KENWOOD AVENUE 3816 LIZETTE LN CHICAGO, IL 60637 GLENVIEW, IL 60026 Michele Jolivette Erik Erikson 773 936-2444 847 370-6550 Trades: Plumber Ownership: Michele Trades: Roofer Ownership: Erik Erikson -Jolivette - 51% And Robert Smith - 49% 100% 78) 74) Vendor # 25532 Vendor # 30989 PROCOM ENTERPRISES LTD. RENAISSANCE COMMUNICATION SYSTEMS, INC 951 BUSSE ROAD 3509 MARTENS ST. ELK GROVE, IL 60007 FRANKLIN PARK, IL 60131 Jacek Zaworski Michael Shares 888 657-0101 847 671-1340 Trades: Communications Electrician Ownership: Jacek Zaworski - 33.33%, Pawel Trades: Communications Electrician And Pustelnik - 33.33%, And Grzegorz Maciolek -Electrician (High Voltage Wiring) Ownership: Jerry Joyce - 33.33%, John Stefands - 33.33%, 33.33% And Nancy Shares - 33.33%

79) 83) Vendor # 97994 Vendor # 96386 RIVERSIDE MECHANICAL SERVICES, INC SMART ELEVATORS CO. 712 CENTER RD. 1636 CANYON RUN RD. FRANKFORT, IL 60423 NAPERVILLE, IL 60565 Christine A. Sehring, Esq. Suzy Martin 773 254-7446 630 544-6829 Trades: Hvac, Pipefitting Ownership: Trades: Elevator Constructor Ownership: Christine A. Sehring - 100% Suzy Martin - 100% 80) 84) Vendor # 16641 Vendor # 43999 SANDSMITH VENTURE SOUTHWEST INDUSTRIES INC. DBA ANDERSON ELEVATOR COMPANY 145 TOWER DR 2801 SOUTH 19TH AVENUE BURR RIDGE, IL 60527 BROADVIEW, IL 60155-4758 Clarke Hockney Gregory V. Gibbs Jr 630 455-0610 708 345-9710 Trades: Brick Mason, Cement Mason, Ceramic Tile Finisher Ownership: Sbk - 50% And Trades: Elevator Constructor Ownership: Sandsmith Masonry - 50% Gregory V. Gibbs - 100% 81) 85) Vendor # 63604 Vendor # 62716 SCHECK MECHANICAL CORPORATION STAALSEN CONSTRUCTION COMPANY INC 500 EAST PLAINFIELD RD. 4639 W. ARMITAGE AVENUE COUNTRYSIDE, IL 60525 CHICAGO, IL 60639 Ron Wintercom Kenneth Klint 708 482-8100 773 637-1116 Trades: Hvac, Pipefitting And Sheet Metal Trades: All Trades (General Contracting) Worker, Ownership: Rick M. Scheck -Ownership: Charles Mcwherter - 75% And Ken 33.33%, Michael R. Scheck - 33.33% And And Ruth Klint - 25% Chris Scheck - 33.33% 86) 82) Vendor # 26041 Vendor # 31960 STANTON MECHANICAL INC SKYWAY ELEVATOR REPAIR CO INC 170 GAYLORD P.O. BOX 16490 ELK GROVE VILLAGE, IL 60007 CHICAGO, IL 60616 James Stanton Michelle Hibbler 847 434-5100 773 326-4410 Trades: Sheet Metal Worker, Pipefitting, Boilermakers, And Plumbing Ownership:

100%

Linda A. Stanton - 50% And James J. Stanton -

Trades: Elevator Constructor Ownership: Michelle Hibbler - 60%, Joseph Bell - 20% And

Elizabeth Bell - 20%

87) 91) Vendor # 23957 Vendor # 16643 T & J PLUMBING, INC. TRINITY ROOFING SERVICES INC 5251 W BELMONT AVENUE 2315 W 136TH STREET CHICAGO, IL 60641 BLUE ISLAND, IL 60406 Catherine Freihage Dennis Dooley 708 384-7830 773 545-4422 Trades: Plumbing Ownership: Michelle Trades: Roofer, Sheetmetal Worker Freihage - 100% Ownership: John Cronin - 100% 88) 92) Vendor # 20133 Vendor # 81008 TELEPLUS, INC. UNIQUE CASEWORK INSTALLATIONS, INC. 724 RACQUET CLUB DRIVE 3936 WEST 16TH STREET ADDISON, IL 60101 CHICAGO, IL 60623 Mike Clancy Patricia Davis 630 543-3066 773 522-7771 Trades: Communications Electrician And Trades: Carpenter Ownership: Patricia Davis Electrician Ownership: Debra Naybar - 100% - 100% 89) Vendor # 24385 Vendor # 20156 ARGO ELECTRIC INC TOLTECH PLUMBING CONTRACTORS, LLC 1007 NORTH ELLSWORTH AVENUE 4366 W. OGDEN AVE <u>VILLA PARK, IL 60181</u> Edward J. Walantas CHCIAGO, IL 60623 630 833-9925 Virginia L. Reyes Trades: Electrician Ownership: Janet M. 773 521-8790 Walantas - 50% And Susan M. Sulkowski -50% Trades: Plumbing Ownership: Virgina L. 94) Vendor # 99275 Reyes - 100% **BEDCO MECHANICAL** 546 ZENITH DRIVE 90) Vendor # 28113 GLENVIEW, IL 60025 TOP BUILDERS INC Jeffrey Bendnarz 847 297-2665 3211 DELL PL. Trades: Hvac Ownership: Jeffrey Bednarz -GLENVIEW, IL 60025 100% Kevin Sung K. Lee 95) 773 343-4119 Vendor # 12256 CCC JV 9101 South Baltimore Ave Trades: All Trades (General Contracting) Chicago, IL 60617 Ownership: Kevin Lee - 100% Jennifer L. Cullen 773 721-2500 Trades: All Trades (General Contracting) Ownership: Sharlen Electric -50% And Ccc Holdings, Inc. Dba Chicago Commercial Construction - 50%

96) Vendor # 17255 101) Vendor # 14656 CPMH CONSTRUCTION M. W. POWELL COMPANY 3129 S. SHIELDS 3445 S LAWNDALE AVE CHICAGO, IL 60616 CHICAGO, IL 60623 Anthony J. Roque Conrado Perez 312 929-2345 773 247-7438 Trades: Cement Mason, Laborer, Landscaper, <u>Trades: Roofer Ownership: Anthony J.</u> Roque - 30.6%, Steven H. Roque - 14.2%, Joseph C. Roque - 14.2%, David Ackely -Operating Engineer Bld 1-7, Operating Engineer Hwy 1-7. Truck Driver 1-4, And Plumber. Traffic Safety Worker Ownership: 14.5% And 10 Others With Less Than 10% Conrado Perez- 51% And Michael Hope - 49% Shares. 97) 102) Vendor # 11733 Vendor # 64938 FIRST SECURITY & COMMUNICATIONS MIDWEST MEP, INC SALES INC, DBA SYSTEMS, INC. 7623 PLAZA COURT 1811 HIGH GROVE, STE 191 WILLOWBROOK, IL 60527 NAPERVILLE, IL 60540 Jeff Miller John Cain 630 655-4200 630 961-5900x140 Trades: Hvac, Piledriver, Pipeffiter, Sheet Trades: Communications Electrician Metal Worker Ownership: Jeff Miller - 100% Ownership: James Giacchetti - 50% And Garv Plicinta - 50% 103) Vendor # 17265 ON CALL PROPERTIES INC 98) Vendor # 17256 921 OAKTON ST HARRINGTON SITE SERVICES COMPANY ELK GROVE, IL 60007 3800 W. 128TH PL Isac Maimgren ALSIP, IL 60803 312 208-1737 Charlotte Harrington Trades: All Trades (General Contracting) 708 239-0671 Ownership: Isac Malmgren - 33% And Peter Trades: Laborer, Operating Engineer Hwy 1-6, <u>Lee - 67%</u> Plumber, Truck Driver 1-4 Ownership: Charlotte Brun Harrington - 100% 104) Vendor # 68970 PENTEGRA SYSTEMS, LLC 99) Vendor # 97604 780 W. BELDEN AVE SUITE A KAG DECORATION AND LANDSCAPING ADDISON, IL 60101 1624 NORTH 76TH COURT Edward G. Karl ELMWOOD PARK, IL 60707 630 941-6000 Gretta Wellhoefer Trades: Communications Electrician 312 685-6666 Ownership: Edward G, Karl - 50% And Gregoy Trades: Ceiling Tile Installer, Ceramic Tile Augspurger - 50% Finisher, Floor Covering, Floor (Wood), Iron Worker, Laborer, Landscaper, Painter, 105) Vendor # 20224 Plasterer, Roofer, Sign Hanger Ownership: PINNACLE ELECTRIC, INC. Greta Wellhoefer - 100% 6859 W. 176TH STREET TINLEY PARK, IL 60477 100) Vendor # 30750 Kate Chambers L.D. FLOORING CO., INC. <u>708 633-0459</u> 1354 RIDGE AVE ELK GROVE VILLAGE, IL 60007 Trades: Electric Power Equipment Ops. Electric Groundman Power, Electric Power Lidia Margelu Lineman, Electrician Ownership: Kathleen 847 364-4467 Chambers- 100% Trades: Floor (Wood), Carpenter Ownership:

Lidia Margelu - 51% And Emanuel Margelu -

49%

106) Vendor # 17248
THINK GENIUS LLC
616 E. 71ST
CHICAGO. IL 60619
James Webb Jr.
872 244-7233
Trades: Carpenter, Plasterer, Painter
Ownership: James Webb Jr. - 100%

107) <u>Vendor # 17251</u> <u>G&V ELECTRICAL CONTRACTORS, INC</u>

P.O. BOX 209161
CHICAGO, IL 60620
Gregory T. Howell
773 488-1430
Trades: Electrician Ownership: Gregory T.
Howell - 100%

108) <u>Vendor # 17282</u>

DRIVE CONSTRUCTION, INC

7235 S. FERFINAND
BRIDGEVIEW, II. 60455
Eduardo Cortez
708 546-2591
Trades: All Trades (General Contracting)
Ownership: Gerardo Cortez - 100%

109) Vendor # 180501
B3 iNtergrated Solutions, Inc
6500 W 65TH ST SUITE 200
CHICAGO, IL 60638
Jason Bonaparte
773 788-0900

Trades: Electrician Ownership; Dr. Helena

Bonaparte - 100%

110) Vendor # 17293
QU-BAR MECHANICAL, LLC
4163 W. 166TH ST STE A
QAK FOREST, IL 60452
Pam Chokski
708 331-9130

Trades: Hvac, Pipefitter, Ownership: Pam Chokski - 51% And Walter Chokski - 49%

# 16-0427-PR6

# AMEND BOARD REPORT 16-0127-PR6 AUTHORIZE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH VARIOUS CONTRACTORS TO PROVIDE NON-TRADES SERVICES OVER \$10,000 FOR THE OPERATIONS AND MAINTENANCE PROGRAM

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the pre-qualification status of and new agreements with various Contractors to provide non-trade services for operations and maintenance work over \$10,000 at an estimated annual cost set forth in the Compensation Section of this report. Contractors were selected on a competitive basis pursuant to Board Rule 7-2. Written master agreements for Contractors are currently being negotiated. No services shall be provided by and no payment shall be made to any Contractor prior to the execution of their written master agreement. The pre-qualification status approved herein for each Contractor shall automatically rescind in the event such Contractor fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to these master agreements is stated below.

This April 2016 amendment is necessary to correct the contract end date and to add five (5) new Contractors to the list of pre-qualified contractors as a result of the Supplemental RFQ issued. Written master agreements for the new Contractors are currently being negotiated. The pre-qualification status approved for each new Contractor shall automatically rescind in the event such Contractor fails to execute the Board's master agreement within 120 days of the date of this amended Board Report.

Specification Number:

15-350050, 16-350018

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

#### **USER INFORMATION:**

Contact:

11860 - Facility Operations & Maintenance

42 West Madison Street Chicago, IL 60602 Osland, Mr. Paul G. 773-553-2960

#### TERM:

The term of this pre-qualification period and each master agreement is three (3) years, effective February 1, 2016 and ending December 31, 2018. The term of each master agreement awarded pursuant to supplemental RFQs shall commence upon execution and end on December 31, 2018. The Board shall have the right to renew the pre-qualification period and each master agreement for two (2) additional one (1) year periods.

# **SCOPE OF SERVICES:**

Contractors will provide non-trade related work, such as tree trimming, flag pole repair, temporary and permanent signs, scaffolding, etc. The category of services for which each Contractor is pre-qualified is identified in the attached list.

#### **COMPENSATION:**

The sum of payments to all pre-qualified Contractors for the three (3) year pre-qualification term, inclusive of all labor, materials and supplies, shall not exceed \$5,000,000 in the aggregate. All expenditures made to the pre-qualified Contractors hereunder shall be reported to the Board on a quarterly basis pursuant to Board Rule 7-8.

# USE OF POOL:

The Department of Facility Operations and Maintenance, shall cause bid solicitations to be issued to the pre-qualified contractors for the types of services as needed. Bids will be awarded to the lowest, responsive, responsible contractor and awards made through issuance of a purchase order by the Chief Procurement Officer or his designee. Bids shall be deposited and opened in the Chicago Public Schools Department of Procurement. All Bid Notices are posted on the Department of Procurement website: http://www.csc.cps.k12.il.us/purchasing/prequalified\_contractors.html

# **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written master agreements. Authorize the President and Secretary to execute the master agreements. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate the master agreements.

# AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Business in Construction Projects (M/WBE Program), the M/WBE goals for this contract include 30% total MBE and 7% WBE. Aggregated compliance of the contractors in the pool will be reported on a quarterly basis.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Fund 230

Department of Facilities, Unit 11880 \$5,000,000, FY 16, FY 17, FY 18 and FY 19 Not to exceed \$5,000,000 for the three (3) year term in the aggregate. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

5)

7)

1)
Vendor # 23048
A.G.A.E Contractors, Inc
4549 NORTH MILWAUKEE AVE.
CHICAGO, IL 60630

Robert C. Miezio 773 777-2240

3)

Signs - Temporary And Permanent Ownership: Julie Peric - 100%

2)
Vendor # 18166
AFFILIATED INTERNATIONAL RESOURCES
INC DBA AFFILIATED RESOURCES INC
3839 N. WESTERN AVE.
CHICAGO, IL 60618
Stephen Stillman
773 509-9300

Signs - Temporary And Permanent Ownership: Barbara Stillman - 100%

Vendor # 34765
BUCKEYE CONSTRUCTION CO INC
7827 S. CLAREMONT AVENUE
CHICAGO, IL 60620
Michael V. DiFiore
773 778-8583

Window Treatments, Property Securitization, And Signs - Temporary And Permanent Ownership: Michael Difiore - 50% And Vincent L. Difiore - 50%

Vendor # 94894 8)
DYNAMIC CONSTRUCTION & MASONRY,
LLC
3104 197TH STREET
LYNWOOD, IL 60411
Brian Roquemore
773 406-4997

Labor, Snow Removal Non Mechanical Ownership: Brian Roquemore - 100% Vendor # 36632 LOPEZ AND SONS INC 7813 W 97TH STREET HICKORY HILLS, IL 60457 Sandra G. Lopez 708 599-4889

Labor, Snow Removal Non Mechanical, Flag Pole Repair, Window Washing Ownership: Sandra G. Lopez - 100%

Vendor # 45621 MURPHY & JONES CO INC 4040 N. NASHVILLE AVENUE CHICAGO, IL 60634 Ed Latko 773 794-7900

Window Treatments, Scaffolding, Pool Services, Signs - Temporary And Permanent, Flagpole Repair And Maintenance Ownership: Ed Latko - 100%

Vendor # 65706 MZI BUILDING SERVICES INC 1937 W FULTON ST CHICAGO, IL 60612 Arthur Miller 312 492 - 8740

Scaffolding, Labor, Signs - Temporary And Permanent Fire Alarms/Fire Suppression, Snow Removal Labor (Non Mechanical) Ownership: Arthur Miller 100%

Vendor # 49725 PACE SYSTEMS INC 2040 CORPORATE LANE NAPERVILLE, IL 60563 Herb Steininger 630 395-2212

Fire Alarm/Fire Suppression Ownership: Wayne Liu - 100% 9)
Vendor # 16617
REFLECTIVE ROOFING LLC
3816 LIZETTE LN
GLENVIEW, IL 60026
Eric Eriksson
847 370-6550

Property Securitization
Ownership: Eric Eriksson - 100%

10)

Vendor # 14787

RELIABLE FIRE EQUIPMENT CO DBA
RELIABLE FIRE & SECURITY

12845 S CICERO AVE
ALSIP, IL 60803

Christine Szymanski
708 597-4600

Fire Alarm/Fire Suppression Ownership: Debra Horvath - 54.4% And Pamela English - 45.6%

11)

Vendor # 39827

SIMPLEXGRINNELL LP

91 N. MITCHELL COURT

ADDISON, IL 60101

Charles Fetherling

630 948-1100

Fire Alarm/ Fire Suppression Systems Ownership: Publicly Traded

12) Vendor # 29658

DUST EM CLEAN MAINTENANCE

COMPANY, INC

548 E. 61ST

CHICAGO, IL 60637

Cheryl Gill

773 407-0585

Property Securitization, Window Washing,
Snow Removal Labor-Non Mechanical,
Lawncare/Tree Trimming
Ownership: Cheryl Gill - 100%

Vendor # 20242
GALAXY ENVIRONMENTAL, INC.
3565 NORTH MILWAUKEE AVE.
CHICAGO, IL 60641
George A. Salinas
773 427-2980
Snow Removal Labor - Non Mechanical,
Lawncare/Tree Trimming
Ownership: George A. Salinas - 100%

Vendor # 17265

13)

14)

15)

16)

ON CALL PROPERTIES INC
921 OAKTON ST
ELK GROVE, IL 60007
Isac Malmgren
312 208-1737
Property Securitization, Locksmith Services,
Labor, Snow Removal Labor- Non Mechanical,
Lawn Care/Tree Trimming
Ownership: Isac Malmgren - 33% And Peter
Lee 67%

Vendor # 59584
ROBE, INC
6150 N. NORTHWEST HWY
CHICAGO, IL 60631
Paul Mulvey
773 775-8900
Pool Service
Ownership: Paul Mulvey - 100%

Vendor # 28113
TOP BUILDERS INC
3211 DELL PL.
GLENVIEW, IL 60025
Kevin Sung Lee
773 343-4119
Window Treatment, Scaffolding,
Signs-Permanent And Temporary, Flagspole Repair And Maintenance, Fire Alarms/Fire
Suppression Systems
Ownership: Kevin Sung Lee - 100%

# 16-0427-PR7

# AUTHORIZE A NEW AGREEMENT WITH AMER-I-CAN ENTERPRISE II, INC FOR JOB PREPAREDNESS TRAINING THROUGH AUDITORIUM SEATING RENOVATION SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Amer-I-Can Enterprise II, Inc. to provide job preparedness training through auditorium seating renovation services to the Department of Facilities at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number:

15-350070

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

# **VENDOR:**

1) Vendor # 21503 AMER-I-CAN ENTERPRISE II, INC 3260 WEST WARREN CHICAGO, IL 60624 Harold Davis 773 988-5588 Ownership: Harold Davis - 100%

#### **USER INFORMATION:**

Contact:

11860 - Facility Operations & Maintenance

42 West Madison Street Chicago, IL 60602 De Runtz, Ms. Mary 773-553-2960

#### TERM:

The term of this agreement shall commence on May 1, 2016 and shall end April 30, 2019. This agreement shall have two (2) options to renew for periods of one (1) year each.

# **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

#### SCOPE OF SERVICES:

Vendor will coach high school students in basic work place job skills, including being on time, proper attire, acceptable behavior while at work, working independently and in teams, interactions with co-workers and other on-the-job skills required to be successful at work. Additionally, students will be exposed to the processes of inventory, payroll and accounting procedures for the vendor's business.

#### **OUTCOMES:**

Vendor's services will result in providing career development for students and possibly internship opportunities.

# **COMPENSATION:**

Vendor shall be paid as follows: cost per chair to refurbish or replace. Estimated annual costs for the three (3) year term shall not exceed \$1,800,000, FY 16, FY 17, FY 18 and FY 19.

# **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Administrative Officer or designee to execute all ancillary documents required to administer or effectuate this agreement.

# **AFFIRMATIVE ACTION:**

This contract is in full compliance with the requirements of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Service contracts. The M/WBE goals for this contract include 30% total MBE participation and 7% WBE participation. The vendor has identified and scheduled the following firms:

Total MBE: 93% Amer-I-Can Enterprises II, Inc. 3260 West Warren Chicago, IL 60624

Total WBE: 7% Jeanine Stephens 2310 W. Monroe Chicago, IL 60612

# LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Various Capital Funds Dept. Facilities, Unit 11880 \$100,000, FY16 \$650,000, FY17 \$650,000, FY18 \$400,000, FY19

Not to exceed \$1,800,000 for the three (3) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-PR8

# REPORT ON THE AWARD OF CONSTRUCTION CONTRACTS AND CHANGES TO CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT PROGRAM

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

This report details the award of Capital Improvement Program construction contracts in the total amount of \$11,050,000.00 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

This report also details changes to existing Capital Improvement Program construction contracts, in the amount of \$282,267.34 as listed in the attached April Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

LSC REVIEW: Local School Council approval is not applicable to this report.

**AFFIRMATIVE ACTION:** The General Contracting Services Agreements entered into by each of the prequalified general contractors and other miscellaneous construction contracts awarded outside the prequalified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

**FINANCIAL:** Expenditures involved in the Capital Improvement Program are charged to the Department of Operations, Capital Improvement Program.

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482, 483, 484 will be used for all Change Orders (April Change Order Log); Funding source for new contracts is so indicated on Appendix A

Funding Source: Capital Funding

# **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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SCHOOL	CONTRACTOR CONTRACT CONTRACT # METHOD	CONTRACT	CONTRACT	CONTRACT	AWARD DATE ·	ANTICIPATED FISCAL AFFIRM. ACTION COMPLETION YEAR DATE	FISCAL	AFFIRM.	ACTION		PROJECT SCOPE AND NOTES	REASONS FOR PROJECT	
yett School	WIGHT & COMPANY 3078956	3078956	BID	\$ 11,0	3/9/2016	50,000.00 3/9/2016 12/31/2016 2016	2016	AA s	H 15	5 23 7 5 23 7	A WBE  23 7 The scope of work consists of interior renovations as needed to provide an art focused program, meet accessibility standards including accessible toilet rooms provide LULA's, and upgrades to the infrastructure. General building interior renovations in both the main and athletic buildings include mechanical, electrical and plumbing improvements. Security, IT, and Life-Safety components are also necessary to support the overall building function.	<b>ω</b>	÷ .,

1. Safety

1. Safety

3. Fire Code Violations

5. Priority Mechanical Needs

6. AUA Compilance
7. Support for Educational Por

3. Support for other District Ini

Provided

1 of 1

ago Public Schools  Vendor Project Number  Nemdor Project Number  STAMS ICR 2015-11060-ICR  K.R. Miller Contractors, Inc  GEDate App Date Change Order Descriptions  S2/01/16 02/04/16 Contractor to provide labor and material for S2/01/16 02/04/16 Contractor to provide material and labor for Brackets in MDF room.	These change order approval cycles range from 02/01/2016 to 02/29/2016  CHANGE ORDER LOG ginal Number of Total tract Change change ount Orders Orders  1/142,664.92 \$  0.00 \$0 \$1,142,664.92 \$  1/2 servicing and cleaning of RTU's.	SE,142,684.92 28.57% Reason Code rvices. Discovered Conditions Discovered Conditions Discovered Conditions	3/14/1 Page 1 of Page 1 of Oracle Board Rpt Numbe PO Number 14-0528-PR3 \$22,542.77 \$2,177.97 \$23,385.19 Project Total: \$48,105.93	3/14/16 Page 1 of 6 Board Rpt Number 14-0528-PR3 \$22,542.77 \$2,177.97
Project Nu Mathematic or Mathematic Contractors, if Contractors, if 1/16 1/16 1/16 1/16	E ORDER LOG ange Change ders Change orders  30 \$1,142,664.92  Stovide AV and FA equipment ser cleaning of RTU's.  st Vertical PDU's and CPI PDI Mo	Rev Con Am 12,666	Oracle PO Number 2841300 Project T	Board Rpt Numbe 14-0528-PR3 \$22,542.77 \$2,177.97
Vendor Project Nu hers Academy for Mathematic 5 TAMS ICR 2015-11060-ICR K.R. Miller Contractors, ir ge Date App Date 12/01/16 02/04/16 12/01/16 02/04/16 12/01/16 02/04/16	Total angle Change Change Change Change Orders  30 \$1,142,664.92  Sleaning of RTU's.	Rev Con Am Am 12,664	Oracle PO Number 2841300	Board Rpt Numbe 14-0528-PR3 \$22,542.77 \$2,177.97
or Mathematic 5-11060-ICR Contractors, ir <u>Jate</u> 1/16 1/16	30 \$1,142,664.92  Trovide AV and FA equipment ser sleaning of RTU's.	12,664	2841300 Project T	14-0528-PR3 \$22,542.77 \$2,177.97 \$23,385.19
5-11060-ICR Contractors, ir Date 1/16 1/16 1/16	\$1,142,664.92 brovide AV and FA equipment ser cleaning of RTU's. st Vertical PDU's and CPI PDI Mo	42,664 I	2841300 Project T	14-0528-PR3 \$22,542.77 \$2,177.97
<u>Jate</u> 1/16 1/16	orovide AV and FA equipment ser cleaning of RTU's. st Vertical PDU's and CPI PDI Mo		2841300 Project To	14-0528-PR3 \$22,542.77 \$2,177.97 \$23,385.19
1/6 1/16 1/16	orovide AV and FA equipment ser cleaning of RTU's. st Vertical PDU's and CPI PDI Mo		2841300 Project To	14-0528-PR3 \$22,542.77 \$2,177.97 \$23,385.19
97.	cleaning of RTU's. st Vertical PDU's and CPI PDI Mo		Project T	\$2,177.97
	st Vertical PDU's and CPI PDI Mo		Project To	\$23,385.19
Canter Middle School			Project To	
Canter Middle School				otal: \$48,105.93
2015 Canter CSP 2015-23981-CSP Chicago Commercial Construction \$4,475,268.78	33 \$143,697.96	\$4.618.966.74 3.21%		
Change Date Change Order Descriptions				
01/20/16 02/01/16 Contractor to provide labor and material for replacing soap dispensers, paper towel dispensers and toilet paper dispensers throughout the building.	dispensers, paper towel dispens.	Owner Directed	2917266 / 2895463	14-1217-PR2 \$924.32
			Project	Project Total: \$924.32
Ferdinand W Peck School				
2015 Peck PKC 2015-24871-PKC Oakley Construction Co, Inc. \$273,800.00	\$3.661.81	\$277.461.81 1.34%		
Change Date App Date Change Order Descriptions		О	•	
01/20/16 02/19/16 Contractor to provide labor and material for exterior cameras.	as.	Owner Directed	2837144	11-0525-PR8 \$1,907.13
			Project T	Project Total: \$1,907.13

The following change orders have been approved and are being reported to the Board in emears.

Project Total: \$12,456.94

CPS	·		7	<b>April 2016</b>	2016			
Chicago P Capital Imp	Chicago Public Schools Capital Improvement Program	ls rogram	These c	ese change order approval cycles 02/29/2016	These change order approval cycles range from 02/01/2016 to 02/29/2016	u		3/14/16 Page 2 of 6
School	Vendor Proj	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Total Contract % of Amount Contract	Oracle PO Number	Board Rpt Number
Beulah Shoe	Beulah Shoesmith School							
2014 Shoes W	2014 Shoesmith BLR 2014-25371-BLR Wight & Company	-25371-BLR	\$3,196,000.00	14	\$176,679.98	\$3,372,679.98 5.53%		
Change Date	App Date	Change Order Descriptions				Reason Code	2801086	
10/30/15	02/03/16	Contractor to provide labor and material to repair plumbing leak inside shaft wall in room 210. Contractor is to replace existing plumbing fittings, rebuild masonry wall and paint and replace damaged ceiling tiles in room below.	d material to repair p g plumbing fittings, r befow.	lumbing leak inside ebuild masonry wa	shaft wall in room 210. Il and paint and replace	Discovered Conditions		\$2,809.00
							Proje	Project Total: \$2,809.00
Franklin Fine Arts Center 2016 Franklin SLK 2016 KR Miller Cont	ranklin Fine Arts Center 2016 Franklin SLK 2016-29081-SLK K R Miller Contractors Inc.	081-SLK tors Inc	\$204 500 00	ιc	\$24.730.50	\$229 230 20 12 ng%		
Change Date	Change Date App Date	Change Order Descriptions			<del> </del>	Reason Code	1101000	
02/24/16	02/26/16	Contractor to provide additional shop labor for installation of display case.	si shop labor for inst	allation of display ca	ase.	School Request		\$900.00
12/08/15	02/04/16	Contractor to provide labor and material for installation of display case in place of the lockers outside of Counselor Room #113.	d material for installa	ition of display case	in place of the lockers	outside School Request		\$11,556.94

The following change orders have been approved and are being reported to the Board in arrears.

Capital Imp	Chicago Public Schools Capital Improvement Pro	Chicago Public Schools Capital Improvement Program		These ch	ange order appro	These change order approval cycles range from 02/01/2016 to 02/29/2016				3/14/16 Page 3 of 6
				CHA	CHANGE ORDER LOG	R LOG	Dovies	1000		
School	Vendor	Project Number	- La		Change Orders	Change Orders	Contract Amount		Oracle PO Number	Board Rpt Number
Maria Saucedo Scholastic Academy	do Scholasti	ic Academy								
2016 Sauce K.I	do ROF 20' R. Miller Con	2016 Saucedo ROF 2016-29151-ROF K.R. Miller Contractors, Inc		\$10,087,900.00	4	\$1,697,873.65 \$1	\$11,785,773.65	16.83%		
Change Date	App Date		Change Order Descriptions				Re	Reason Code	7000007	14 4000 000
02/01/16	02/08/16		Contractor to provide labor and material for relocating exterior signage and revising numbering system and CFD door identification.	d material for relocating	g exterior signage a	and revising numbering t		School Request	190000	\$2,363.62
02/01/16	02/17/16		Contractor to provide material and labor for adequale hot water supply in Pre-K classrooms.	and labor for adequate	e hot water supply	in Pre-K classrooms.	Š	School Request		\$7,811.41
02/01/16	02/04/16		Contractor to provide labor and material for additional demolition and replacement work to assure structural strength of new ADA guardrail.	d material for additionঃ \ guardrail.	al demolition and r	eplacement work to ass		Discovered Conditions		\$10,411.52
02/01/16	02/17/16		Contractor to provide labor and material to adjust air phone height for better visibility and camera angle.	d material to adjust air	phone height for t	oetter visibility and came		School Request		\$1,761,52
									Project	Project Total: \$22,348.07
Albert R Sabin Magnet School	in Magnet S	chool								
2016 Sabin F.I	BLR 2016-3 H. Paschen,	2016 Sabin BLR 2016-29371-BLR F.H. Paschen, S.N. Nielsen & Assoc	k Assoc	\$60,500.00	8	\$2,218.70	\$62,718.70	.0 3.67%		
Change Date	App Date		Change Order Descriptions				R	Reason Code	0700306	
02/02/16	02/04/16		Reconciliation change order for unused allowance.	or unused allowance,			₹	Allowance Credit	9032213	-\$6.86
02/02/16	02/04/16		Contractor to provide labor and plenum light fixture.	d material to repair plei	num wall, run new	ovide labor and materiat to repair plenum wall, run new conduit/wire, and install a new ure.		Discovered Conditions		\$2,225.56

The following change orders have been approved and are being reported to the Board in arrear

CPS			V	<b>April 2016</b>	2016				
Chicago Public Schools Capital Improvement Program	blic Schools	s ogram	These ch	25e change order approval cycles 02/01/2016 to 02/29/2016	These change order approval cycles range from 02/01/2016 to 02/29/2016	£			3/14/16 Page 4 of 6
School Ve	Vendor Proje	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Con	Revised Total Contract % of Amount Contract	Oracle PO Number	Board Rpt Number
Crown Comm. 2016 Crown & Ree	rown Community Academy Fine A 2016 Crown STR 2016-31041-STR Reed Construction	Crown Community Academy Fine Arts Center 2016 Crown STR 2016-31041-STR Reed Construction	\$337,600.00	2	\$7,859.58	\$345,459.58	9.58 2.33%		
Change Date	App Date	Change Order Descriptions					Reason Code	2899695	14-1022-PR5
02/22/16	02/25/16	Contractor to provide deductive change order for aluminum frim deleted from the scope of work.	change order for alt	uminum frim delete	ed from the scope of w	ork.	Owner Directed		-\$1,720.00
								Project	Project Total: -\$1,720.00
Stephen F Gale	Stephen F Gale Community Academy	cademy							
2016 Gale FA Bro≀	2016 Gale FAS 2016-31081-FAS Broadway Electric	FAS	\$129,600.00	~	\$3,560.00	\$133,160.00	0.00 2.75%		
Change Date	App Date	Change Order Descriptions					Reason Code	3050204	
02/11/16	02/22/16	Contractor to provide material and labor for installing additional heat detectors and visual devices.	and labor for installin	g additional heat d	etectors and visual de	vices.	Omission AOR	00000	\$3,560.00
								Projec	Project Total: \$3,560.00
Hancock High School	School								
2015 Hancoc Wig	2015 Hancock CSP 2015-46021-CSP Wight & Company	5021-CSP	\$9,604,000.00	96	\$1,398,381.03	\$11,002,381.03	11.03 14.56%		
Change Date	App Date	Change Order Descriptions					Reason Code	2908176	14-1022-PR5
02/12/16	02/18/16	Contractor to provide pricing for material and labor to perform mechanical repairs at existing unit vents in the main building.	r material and labor to	o perform mechani	cal repairs at existing t	unit vents	Owner Directed		\$61,014.53
02/10/16	02/18/16	Per City of Chicago inspector, contractor to provide labor and material to replace two existing doors and frames in the lower level, the freight elevator machine room and in the electrical room.	contractor to provide he freight elevator m	labor and material achine room and in	I to replace two existin In the electrical room.	g doors	Code Compliance		\$13,437.84
01/19/16	02/03/16	Contractor to provide material and labor to underlayment that was previously installed	and labor to install in sly installed.	itegra Ply underlay	ovide material and labor to install integra Ply underlayment over the plywood nat was previously installed.	.75	Discovered Conditions	. &	\$45,000.00
02/12/16	02/18/16	Contractor to provide pricing for material and labor to install wireless access points to Lunch Room #116 and Corridor #162.	r material and labor t	to install wireless ε	ccess points to Lunch	Room	Owner Directed		\$1,386.00
								Project 1	Project Total: \$120,838.37

The following change orders have been approved and are being reported to the Board in arrears.

	Little Callerale			Ì					3
Chicago Public Schools	Canital Improvement Program	ram	These ch	ange order appro	These change order approval cycles range from	EC.			3/14/16
Ident mardon	3 1 2 11 2 1 2 1 2	On Caraca.	CHA	CHANGE ORDER LOG	R LOG				rage 5 of 6
School Ve	Vendor Project Number	Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Rev Con	Revised Total Contract % of Amount Contract	Oracle PO Number	Board Rpt Number
Albert G Lane	Albert G Lane Technical High School	lood:							
2015 Lane Te Tyle	2015 Lane Tech MCR 2015-46221-MCR Tyler Lane Construction, Inc.		\$50,164,330.00	83	\$1,386,648,49	\$51,550,978,49	3.49 2.76%		
Change Date	App Date	Change Order Descriptions			•		6		,
02/16/16	02/18/16	Contractor to provide labor and material to sand and refinish stage remaining wood floor not currently in base scope.	material to sand and	refinish stage rem	aining wood floor no		286/615 / 3002938 / 3060061 School Request	3 / 3060061	11-0525-PR8 \$9,234.00
02/16/16	02/17/16	Contractor to provide labor and material to repair and replace loose/damaged ceiling tiles in the auditorium.	material to repair an	d replace loose/da	maged ceiling tiles ir		Discovered Conditions		\$7,085.00
01/20/16	02/04/16	Contractor to provide labor and material to install window AC units into rooms 100-1, 100D, 100E, 100W and provide attic stock AC units.	material to install wir	ndow AC units into	rooms 100-1, 100D,		Owner Directed		\$6,956.00
02/16/16	02/18/16	Contractor to provide labor and material to remove existing cloth wiring that feeds existing roof lighting locations and install new branch wire into existing raceway.	rovide labor and material to remove existing. Istall new branch wire into existing raceway.	tisting cloth wiring the seway.	that feeds existing ro		Discovered Conditions		\$19,642.00
01/20/16	02/01/16	Contractor to provide labor and materials to utilize the existing raceway and reconnect all existing plugmold circuits.	materials to utilize th	e existing raceway	r and reconnect all ex		Discovered Conditions		\$339.00
02/16/16	02/18/16	Contractor to provide additional lead paint abatement in the Library due to previously leaking drain pipes.	lead paint abatemen	t in the Library due	to previously leakin		Discovered Conditions		\$3,274.00
								Project 7	Project Total: \$46,530.00
Collins Acaden 2016 Collins F	Collins Academy High School 2016 Collins RDF 2016-49131-ROF	ROF		. ;					
Change Date App Date	App Date	Change Order Descriptions	94,024,939.00	<del>4</del> 7	92/8,652.50	\$4,903,185.50 Reas	6.03% on Code		
01/29/16	02/02/16	Contractor to provide labor and r	ovide labor and material for patching and grouting pool tile at deep end.	and grouting pool	tile at deep end.	u	2916898 Discovered Conditions	2916898 / 3001424 ions	14-1022-PR5 \$1,030.32
01/20/16	02/24/16	Contractor to provide labor and material for field verifying and delivering new RTU unit service doors to replace existing damaged RTU unit service doors.	ovide labor and material for field verify damaged RTU unit service doors.	ring and delivering	new RTU unit service		Discovered Conditions		\$12,027.77

The following change orders have been approved and are being reported to the Board in arrears.

27			7						
Chicago Public Schools Capital Improvement Program	ublic Scho rovement	ols Program	These c		These change order approval cycles range from 02/01/2016 to 02/29/2016	£			3/14/16 Page 6 of 6
			HS.	<b>CHANGE ORDER LOG</b>	R LOG				
School Ve	Vendor Pr	Project Number	Original Contract	Number of Change	Total Change	Revised Contract	Revised Total Contract % of	Oracle	Board Rpt Number
			Amount	Orders	Orders	Amount	Contract	PO Number	
Phoenix Military Academy	ary Academy								
2016 Phoeni K.R	2016 Phoenix CSP 2016-55011-CSP K.R. Miller Contractors, Inc	55011-CSP actors, Inc	\$664,000.00	<b>60</b>	\$26,388.34	\$690,388.34 3.97%	3.97%		
Change Date App Date	App Date	Change Order Descriptions				Reas	Reason Code	2004050	
01/13/16	02/01/16	Contractor to provide labor and material for installing a sliding marker board in Room 233.	f material for installi	ng a sliding marker l	board in Room 233.	Own	Owner Directed	9004900	\$9,230.79

Total Change Orders for this Period \$282,267.34

#### 16-0427-PR9

# AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH CITYSPAN TECHNOLOGIES FOR PROGRAM MANAGEMENT FUNCTIONS FOR STUDENT TRANSITION PROGRAMS

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Cityspan Technologies to provide program management functions for extended learning opportunities and case management for student transition programs to the Office of Information and Technology Services at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Cityspan Technologies during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator:

Knowles, Mr. Jonathan / 773-553-2280

#### VENDOR:

1) Vendor # 97779 CITYSPAN TECHNOLOGIES 2054 UNIVERSITY AVE, 5F BERKELEY, CA 94704 Mark Min 510 665-1700

Ownership: Mark Min - 100%

#### **USER INFORMATION:**

#### Contact:

12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Dicello, Mr. John

773-553-1300

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 15-0722-PR4) in the amount of \$350,000 was for a term commencing July 1, 2015 and ending June 30, 2016, with the Board having two (2) options to renew for one (1) year terms each. The agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

# OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing July 1, 2016 and ending June 30, 2017.

# **OPTION PERIODS REMAINING:**

There is one (1) option period for one (1) year remaining.

# SCOPE OF SERVICES:

Cityspan Technologies will serve as a supplemental ITS software vendor for the Chicago Public Schools. CitySpan Technologies will provide system-wide features, provider-level features, as well as collect student-level data for specific programs (e.g., out-of-school time programs, Community Schools). CitySpan Technologies will generate summary reports that meet program and funding requirements of CPS.

In addition to student-level program participation data, CitySpan Technologies will also implement custom case management functionalities to track supports provided to students served by the Juvenile Justice Transition Support Team and the Student Outreach and Re-engagement (SOAR) Centers. Functionalities include student/specialist assignments, planning and tracking student outcomes, and creating individual success plans that integrate student enrollment and attendance data from IMPACT/SIM to track.

# **DELIVERABLES:**

- 1. Vendor will provide licensing and systems maintenance to CitySpan for a period of one year.
- 2. Vendor will provide user account management, annual program management setup, nightly data exchange with the CPS IMPACT systems, application development and configuration services for continued feature development in support of the following programs and processes:
- Title 1 Programs
- After School All Stars
- Community Schools Initiative
- OST Programs (YBTC, Science Olympiad, Debate, Decathlon, TPPI, etc.)
- SOAR
- SMART

- Individualized Success plans
- Thrive data exports
- Juvenile Justice
- 3. System will accommodate for both system wide and provider specific feature sets.4. System will allow for robust reporting to satisfy all program specific requirements; including cross-provider and cross-school reports for state/federal grant tracking, school level teacher class schedule reporting, school level and provider level actuals vs. projection, provider level reporting to audit attendance data, and other reports as needed.

#### **OUTCOMES:**

- 1. CitySpan technologies will provide a solution that allows CPS to track and report upon student participation for in-scope programs; including attendance and dosage where applicable.
- CitySpan technologies will provide program participation data back to the CPS data warehouse to allow for an analysis of program efficacy based on other student performance indicators that reside outside of the CitySpan program.
- 3. CitySpan technologies will provide as needed user support, system configuration and or project management expertise to external service providers and community based organizations.

#### COMPENSATION:

Vendor shall be paid as follows: Estimated annual costs for the one (1) year term are set forth below: \$350,000.00 FY17

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

Pursuant to Section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Participation (MWBE Program), there were no MWBE goals set for this solicitation which is proprietary software, scope is not further divisible.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Funds 332 and 324 Information and Technology Services, Unit #12510 \$350,000.00, FY17

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# 16-0427-PR10

# AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH GENESYS WORKS CHICAGO TO PROVIDE TECHNICAL SUPPORT SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Genesys Works Chicago ("Vendor") to provide lost cost technical support services to schools using CPS graduate interns at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Genesys Works Chicago during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : CPOR Number :

Knowles, Mr. Jonathan / 773-553-2280

15-0416-CPOR-1682

#### VENDOR:

1) Vendor # 22440 GENESYS WORKS CHICAGO 333 WEST WACKER DRIVE, STE 1840 CHICAGO, IL 60606

Margaret Stuckey 312 496-3778

Ownership: Non-Profit

#### **USER INFORMATION:**

Project

Manager:

12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Passley-Ojikutu, Ms. Jacqueline K

773-553-1300

#### ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 15-0527-PR9) in the amount of \$225,000 is for a term commencing September 1, 2016 and ending August 31, 2016, with the Board having 3 option(s) to renew for 1 year term(s). The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing September 1, 2016 and ending August 31, 2017.

#### **OPTION PERIODS REMAINING:**

There are two (2) option periods for 1 year each remaining.

#### SCOPE OF SERVICES:

Vendor will continue to place trained college interns in a supplementary technology support role in fifteen (15) schools. This pilot program is a potential solution and a low cost alternative to provide technology support in schools throughout the district. The service provides a nearly full-time technical presence on-site, as well provides professional opportunities for local college students, all of whom are CPS alumni.

# **DELIVERABLES:**

Vendor will continue to provide CPS with trained interns who will work in fifteen (15) schools to provide supplementary technology support services.

# OUTCOMES:

Vendor's services will result in a lower cost alternative for schools needing additional technology support. It will also provide professional opportunities for local college students, all of whom are CPS alumni,

# COMPENSATION:

Vendor shall be paid as specified in their renewal agreement upon invoicing Estimated annual costs for the one (1) year term are set forth below: \$225,000, FY 17

# **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

# AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts, M/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a Non-Profit organization.

# LSC REVIEW:

Local School Council approval is not applicable to this report

# FINANCIAL:

Fund: Various Funds \$225,000.00, FY17 Not to exceed \$225,000.00 for the one (1) year term.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-PR11

# AUTHORIZE THE SECOND RENEWAL AGREEMENTS WITH VARIOUS VENDORS FOR STUDENT INFORMATION SYSTEMS SUPPORT

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the second renewal agreement with various vendors to provide student information support to the district at an estimated annual cost set forth in the Compensation Section of this report. Written documents exercising this option are currently being negotiated. No payment shall be made to any vendors during the option period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator:

Knowles, Mr. Jonathan / 773-553-2280

# **USER INFORMATION:**

Project

Manager:

12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Gallagher, Mr. Patrick F.

773-553-1300

# ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 12-1219-PR15) in the amount of \$4,410,200.00 were for a term commencing January 1, 2013 and ending January 1, 2015, with the Board having two (2) options to renew the pre-qualification period and each master agreement for two (2) options to renew for one (1) year terms each. The agreements were renewed for one year and an additional six months to align to the Board's fiscal year (authorized by Board Report 14-1119-PR5) in the amount of \$3,000,000.00 for a term commencing January 2, 2015 and ending June 30, 2016. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

# OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing July 1, 2016 and ending June 30, 2017.

# **OPTION PERIODS REMAINING:**

There are no option periods remaining.

# SCOPE OF SERVICES:

The vendors listed below will be contracted to provide consulting services for projects to support and/or enhance CPS suite of Student Information Systems, and to support the efforts of the Board in completing several projects including, but not limited to:

Build out Analytics Dashboard. Provide classroom teachers and school administrators a single-source system for a comprehensive student profile. Provide administrators with a tool that allows for the establishment of customized metrics and success thresholds. Consolidate disparate reporting sources and provide single-source tools to facilitate program-based performance analytics.

Student Information System Consolidation. Strategically position the Board to take advantage of emerging technologies in the K-12 software space to consolidate the exiting suite of five web based IMPACT tools. This effort involves the establishment of a single sign on capacity to increase ease of use for users. Build functional application enhancements to support changes to educational strategies, board policies and compliance requirements.

Contracted Vendors will provide experienced resources capable of filling one or more of the following roles:

- SQL Application Database Administrators
- Data Analysts
- ETL Developers / Architects
- Business Analysts
- Application / Report Developers
- Trainers
- Project / Change Managers
- Other technical resources to support implementation of IMPACT Applications, the Data Warehouse and Reporting Interfaces/Applications

#### **COMPENSATION:**

Vendor shall be paid during this option period as follows: Estimated annual costs for the 12 months are set forth below: \$1.800.000 FY17

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### AFFIRMATIVE ACTION:

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE)
Participation in Goods and Services and Construction Contracts, the goals for this award are 30% MBE and 7% WBE.

Total MBE - 30% Clarity Partners, LLC 20 N. Clark Street, Suite 3600 Chicago, IL 60606 Contact: Rodney Zech

Third Sight Technologies Corporation 1812 Lisson Road Naperville, IL 60565 Contact: Arasar Arullallar

Viva USA, Inc 3601 Algonquin, Suite 425 Rolling Meadows, IL 60008 Contact: Llango Radhakrishnan

Total WBE - 7%
The William Everett Group
35 E. Wacker Drive, Suite 914
Chicago, IL 60601
Contact: Ellen Rozelle Turner

B2B Strategic Solutions, Inc. 150 N. Michigan Avenue, Suite 2800 Chicago, IL 60601 Contact: Donna C. Bryant

# LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Funds 115 and 484 (General and Capital Funds) Information Technology Services, Unit 12510 \$1,800,000 FY17 Not to exceed: \$1,800,000 Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

# GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

1) Vendor # 63035

THIRD SIGHT TECHNOLOGIES CORP.
CLARITY PARTNERS, LLC

1812 LISSON RD. 20 N. CLARK ST, STE 3600

NAPERVILLE, IL 60565 CHICAGO, IL 60602

Arasar Arullallar Rodney Zech

847 682-5605 312 920-0550

Ownership: Arasar Arullallar-100% Ownership: David Namkung-51%, Rodney

4)

Vendor # 85508

Zech-49% 5) Vendor # 70158

2) Vendor # 90597 MIGRATION METRICS LLC

VIVA USA, INC 3246 JULINGTON CREEK RD.

3601 ALGONQUIN., STE 425 JACKSONVILLE, FL 32223

ROLLING MEADOWS, IL 60008 Glenn Bailey
Thomas Lesiewicz 312 543-4762

847 368-0860 Ownership: Glenn Bailey-42.5%, Andrew

Tabar-42.5%, And Shoba Dharmalingan-15% Ownership: Vasanthi Llangovan-70% Llango

1068 ARCADY DRIVE

Vendor # 94558

3)

Vendor # 16671

CHRISTOPHER TOCZYCKI, INC

103 W COLLEGE AVE LAKE FOREST, IL 60045

APPLETON, WI 54911 Christopher Toczycki

Michael Morrissey 847 308-7265

Ownership: Christopher Toczycki-100%

Ownership: Atomic Holdings, One Llc-100%

Radhakrishnan-30%

920 882-1904

VERSIFIT TECHNOLOGIES LLC

#### 16-0427-PR12

# AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH MAXIMUS K-12 EDUCATION, INC. DBA MAXIMUS INC. FOR LICENSE AND MAINTENANCE OF STUDENT SERVICES MANAGEMENT SOFTWARE

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with MAXIMUS K-12 Education, Inc. DBA MAXIMUS, Inc. to provide maintenance and support for the Student Services Management (SSM) solution at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. No payment shall be made to MAXIMUS, K-12 Education, Inc. DBA MAXIMUS, Inc. during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator: Knowles, Mr. Jonathan / 773-553-2280

#### VENDOR:

 Vendor # 64937 MAXIMUS K-12 EDUCATION, INC DBA MAXIMUS, INC 145 WYCKOFF ROAD EATONTOWN, IL 07724 Phyllis A. Fish 732 676-2937

#### **USER INFORMATION:**

Project

Manager:

12510 - Information & Technology Services

42 West Madison Street Chicago, IL 60602 Gallagher, Mr. Patrick F. 773-553-1300

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report #09-1028-PR9) in the amount of \$540,000.00 was for a term commencing November 1, 2009 and ending October 31, 2011, with the Board having three (3) options to renew for one (1) year each. The original agreement was renewed (authorized by Board Report #11-1026-PR3) in the amount of \$300,000.00 for a term commencing November 1,2011 and ending. October 31, 2012. Board Report #11-1026-PR3 was amended by Board Report #12-0627-PR23 to increase the amount to \$321,000.00. The agreement was further renewed (authorized by Board Report#12-0925-PR6) in the amount of \$325,000.00 for a term commencing November 1, 2012 and ending October 31, 2013 and again renewed (authorized by Board Report #13-0925-PR9) for a term commencing November 1, 2013 and ending October 31, 2014. The agreement was further renewed (authorized by Board Report #14-0924-PR8) for a term commencing November 1, 2014 and ending June 30, 2016. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

# **EXTENSION PERIOD:**

The term of this agreement is being extended for 12 months commencing July 1, 2016 to June 30, 2017.

# SCOPE OF SERVICES:

Vendor will continue to provide unlimited licenses to the Board to use the Student Services Management software module for tracking clinical services and special education case management. Vendor will provide maintenance and support for this licensed software.

# **DELIVERABLES:**

Vendor will continue to provide maintenance which consists of program corrections and enhancements that Vendor may develop during this renewal term as long as the Board's annual maintenance fee is current. Maintenance will also include any changes required by the Board as a result of new or modified State or Federal requirements regarding special education. Vendor will also provide support on this licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, and knowledge transfer. In addition, Vendor will provide:

Continued development and customization of special education and health service electronic documents, including the Individualized Education Program, 504 Plan, Health Care Plan, and Placement;

Enhanced calendar and communication modules to facilitate staff-parent meetings;

Enhanced clinician service capture module to facilitate reporting of reimbursement for services provided by clinicians;

Enhanced calendar and communication modules to facilitate staff-parent meetings;

Enhanced technical support tools, allowing help desk agents to log in as a user and identify the issue; and Upgrade to TieNet version 16.0 (2016).

#### **OUTCOMES:**

Vendor's services will result in enhancing educational opportunities and overall education processes, enabling new application development, and allowing for future growth. The database and enterprise software program will further automate the Board's Individualized Education Program process and will enhance the Board's ability to effectively educate students.

#### COMPENSATION:

Vendor shall be paid during this option period as follows: Estimated annual costs for the 12 month term are set forth below: \$389,717.00, FY17

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

# **AFFIRMATIVE ACTION:**

Pursuant to Section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program), there were no MWBE goals set for this solicitation which is proprietary software, scope is not further divisible.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

## FINANCIAL:

Fund 115
Information Technology Services, Unit 12510
Diverse Learner Supports and Services, Unit 11670
\$389,717.00, FY 17
Not to Exceed: \$389,717.00
Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# 16-0427-PR13

# AUTHORIZE A NEW AGREEMENT WITH SMART TECHNOLOGY SERVICES, INC AND RL CANNING FOR FIELD SUPPORT SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with Smart Technology Services Inc. and RL Canning Inc. to provide computer maintenance and support services to schools at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

Specification Number:

15-0527-Pr14

Contract Administrator:

Knowles, Mr. Jonathan / 773-553-2280

#### VENDOR:

1) Vendor # 29748 SMART TECHNOLOGY SERVICES, INC 156 N.JEFFERSON ST., STE. 200 CHICAGO, IL 60661 Theresa Jamison 312 612-8223

Ownership: Stephen Baker-100% Level 1 (Help Desk), Level 2 (Basic Support), And Level 3 (Server And Advances Support)

2) Vendor # 35082 RL CANNING INC 8700 W. BRYN MAWR AVE STE 120N CHICAGO, IL 60631 Rachel Canning 773 693-1900

Ownership: Rachel Canning- 70%, Greg Canning- 30%

#### **USER INFORMATION:**

Contact:

12510 - Information & Technology Services

42 West Madison Street Chicago, IL 60602 Dibartolo, Mr. Phillip Brian

773-553-1300

#### TERM:

The term of each agreement shall commence on July 1, 2016 and shall end June 30, 2019. The agreements shall have two (2) options to renew for periods of twelve (12) months each.

# **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

# **SCOPE OF SERVICES:**

The chosen vendors will provide on-site technology break-fix repairs and deskside support to schools and select administrative offices.

# **DELIVERABLES:**

Specific services include but are not limited to the following:

- -Proactive maintenance and technology training to requested schools
- -Basic, Level 2, support for Interactive Whiteboards (IWBs), Audio/Visual Equipment and Peripheral equipment
- On-site support for school-based servers
- -Warranty service for strategic district hardware

# **OUTCOMES:**

Vendors' services will result in maximum uptime of the computer devices in the instructional and business environments at CPS.

# **COMPENSATION:**

Vendors shall be paid as specified in their respective agreement. Aggregate amount for all vendors not to exceed \$4,800,000 for the one year term.

Estimated annual costs for the three (3) year term are set forth below: FY17 ITS Operating Budget - \$600k, School Level Estimate - \$1.0M FY18 ITS Operating Budget - \$600k, School Level Estimate - \$1.0M FY19 ITS Operating Budget - \$600k, School Level Estimate - \$1.0M

# **REIMBURSABLE EXPENSES:**

None

# **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate the agreements.

#### AFFIRMATIVE ACTION:

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services and Construction Contracts, the overall MWBE goals for the award are 40% MBE and 10% WBE.

Total MBE - 40% RL Canning Inc. 8700 W. Bryn Mawr Ave. Ste. 120N Chicago, IL 60631 Contact: Rachel Canning

SMART Technology Services, Inc. 156 N. Jefferson St., Ste. 200 Chicago, IL 60661 Contact: Quentin Patterson

Total WBE - 10% Advotek Inc. 148 Ogden Ave Downers Grove, IL 60515 Contact: Paula Smith

The Jamison Group 5050 South LakeShore Dr. S1709 Chicago, IL 60615 Contact: Theresa Jamison

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Various Funds
Information Technology Services, Unit 12510
FY17 ITS Operating Budget - \$600k, School Level Estimate - \$1.0M
FY18 ITS Operating Budget - \$600k, School Level Estimate - \$1.0M
FY19 ITS Operating Budget - \$600k, School Level Estimate - \$1.0M
Not to exceed: \$1,750,000.00
Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# 16-0427-PR14

# AUTHORIZE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH ORACLE CONSULTANTS

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the pre-qualification of various vendors to provide consulting services related to Oracle-based financial, procurement, and human capital management system improvements to the district at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written master agreement for vendors is currently being negotiated. No services shall be provided by vendors and no payment shall be made to any of the vendors prior to the execution of their written agreement. The pre-qualification status approved herein shall automatically rescind in the event such vendor fails to execute the Board's master agreement within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number:

16-350016

Contract Administrator:

Knowles, Mr. Jonathan / 773-553-2280

#### **USER INFORMATION:**

Project

Manager:

12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Gallagher, Mr. Patrick F.

773-553-1300

#### TERM:

The term of this agreement shall commence on July 1, 2016 and shall end June 30, 2017. There is one (1) option to renew for one year.

#### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

#### SCOPE OF SERVICES:

To enter into an agreement with a pool of project-based consulting vendors for Oracle based financial, procurement and human capital system improvements in FY17.

#### **DELIVERABLES:**

Consultants are required to address anticipated project work in the following areas:

a. Finance - Anticipate the need for additional programming changes in FY17 in support of new process and policy around school procurement and budget practices. Recent examples include modifications to school spend limit handling and changes to pension contribution for central office staff.

b. Human Capital Management systems - Anticipate the need for additional programming changes in FY17 in support of new process and policy around district recruiting, hing and onboarding practices. As well, we anticipate the need to update the district's time-keeping system (Kronos) and support the recently released RFP for the consolidation of healthcare plan providers.

# OUTCOMES:

Vendors' services will result in improvements to the Oracle based financial, procurement, and human capital systems.

# COMPENSATION:

The sum of payments to all pre-qualified vendors for the pre-qualification term shall not exceed: FY17 Operating Funds - \$1,750,000.00

Costs associated herewith shall be reported to the Board on a quarterly basis pursuant to Board Rule 7-8.

## **USE OF POOL:**

Information and Technology Services is authorized to receive services from the pre-qualified pool by use of the mini-bid process.

# REIMBURSABLE EXPENSES:

None

# **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written master agreement. Authorize the President and Secretary to execute the master agreements. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate these agreements.

# AFFIRMATIVE ACTION:

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services and Construction Contracts, the overall MWBE goals for the award are 30% MBE and 7% WBE.

Total MBE - 30% Mirage Software Inc dba Boumtec Solutions 1701 E. Woodfield Road, Suite 200 Schaumburg, IL 60173 Contact: Sri Surya Tel

Clarity Partners, LLC 227 W. Monroe St., Suite 3950 Chicago, IL 60606 Contact: Rodney Zech

The iWay Group, Inc. 1717 N Naper Blvd, Suite 200 Naperville, IL 60563 Contact: Tom Zhang GNC Consulting 21195 S. LaGrange RD. Frankfort, IL 60423 Contact: Gary Lyons

Senryo Technologies 387 Shuman Blvd, Suite 208E Naperville, IL 60563 Contact: Dinkar Karumuri

Total WBE - 7% Blackwell Management Solutions, LLC 1912 Weston Lane Schaumburg, IL 60173 Contact: Pamela Blackwell

Quad656 LLC 656 E. Swedesford Rd Wayne, PA 19087 Contact: Matthew Sullivan

The William Everette Group 35 E Wacker Drive, Suite 3900 Chicago, IL 60601 Contact: Ellen Tumer

B2B Strategic Solutions, Inc. 150 N. Michigan Ave Chicago, IL 60601 Contact: Donna C. Bryant

Viva USA Inc. 3601 W. Algonquin Rd, Suite 425 Rolling Meadows, IL 60008 Contact: Scott Campbell

# LSC REVIEW:

Local School Council approval is not applicable to this report

## FINANCIAL

Fund 115 and 484, General and Capital Funds, 12510 FY17 Operating Funds - \$1,750,000.00 Not to exceed \$1,750,000 for the one year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

4) 1) Vendor # 16092 Vendor # 63035 Hitachi Consulting Corporation CLARITY PARTNERS, LLC 14643 Dallas Parkway Ste 800 20 N. CLARK ST, STE 3600 Dallas, TX 75254 CHICAGO, IL 60602 Michelle Drewer Rodney Zech 262 421-8042 312 920-0550 Ownership: Hitachi Information And Ownership: David C Namkung 51%, Rodney S. Telecommunications Systems Global Holding Zech 49% Corporation 99.6% 2) 5) Vendor # 94462 Vendor # 87711 COMPUTER AID, INC MIRAGE SOFTWARE INC DBA BOURNTEC SOLUTIONS INC 10 South LaSalle, Suite 1000 1701 EAST WOODFIELD RD Chicago, IL 60603 SCHAUMBURG, IL 60173 **Thomas Weaver** Srujana Gudur 630 561-9411 224 232-5090 Ownership: Anthony J Salvaggio 98.94%, Ernest J. Dianastasis 1.06% Ownership: Srujana Gudur 100% 3) 6) Vendor # 87712 Vendor # 22804 GNC CONSULTING, INC SENRYO TECHNOLOGIES INC 21195 S. LAGRANGE RD. 387 SHUMAN BOULEVARD

FRANKFORT, IL 60423

815 469-7255

Nancy Cooper

Ownership: Garry Cooper 51%, Nancy Cooper

AOM

Ownership: Dinkar Karumuri 100%

NAPERVILLE, IL 60563

Steven Heeley

630 355-7429

# 16-0427-PR15

# AUTHORIZE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS FOR CUSTOM PRINT SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the pre-qualification status of vendors to provide custom print services to Central Office and Schools and authorize entering into a written master agreement with each vendor. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. A written master agreement for Vendors is currently being negotiated. No services shall be provided by any Vendor and no payment shall be made to any Vendor prior to execution of their written master agreement. The pre-qualification status approved herein for each Vendor shall automatically rescind in the event such Vendor fails to execute the Board's master agreement within 90 days of the date of this Board Report. Information pertinent to this master agreement is stated below.

Specification Number:

16-350019

Contract Administrator:

Knowles, Mr. Jonathan / 773-553-2280

#### VENDOR:

1) Vendor # 44218
GEM BUSINESS FORMS INC M
5942 S CENTRAL
CHICAGO, IL 60638
Kathy Owens
773 735-3300

Gembusinessforms@Sbcglobal.Net Categories: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Ownership: Katharine T. Owens 85%, Courtney Owens 7.5% And Christopher J Owens 7.5%

2) Vendor # 40473 K & M PRINTING CO., INC 1410 NORTH MEACHAM ROAD SCHAUMBURG, IL 60173 Keith Stobart 847 884-1100

> Kastobart@Kmprinting.Com Categories: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Ownership: Kenneth J Stobart 50% And Richard Stobart 50%

3) Vendor # 14360 OFFICE DEPOT 515 KEHOE BLVD. CAROL STREAM, IL 60188 Susan Witherspoon 800 651-4624

> Susan.Witherspoon@Officedepot.Com Categories: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Ownership: Publicly Owned Company

# **USER INFORMATION:**

# Contact:

12210 - Procurement and Contracts Office

42 West Madison Street

Chicago, IL 60602

Knowles, Mr. Jonathan

773-553-2280

# TERM:

The term of this pre-qualification period and each master agreement is three (3) years, commencing on May 1, 2016 and ending on April 30, 2019. The Board shall have the right to extend the pre-qualification period and each master agreement for two (2) additional one (1) year periods.

# **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

# SCOPE OF SERVICES:

The vendors shall provide custom printing services for Central Office and Schools in the categories for which they have been pre-approved. The categories are listed below.

# **DELIVERABLES:**

The vendors will provide custom print services in the categories for which each is pre-qualified. The categories for which vendors may be pre-qualified are the following:

- 1. Vinyl Banners
- 2. Booklets
- 3. Calendars
- 4. Elementary and High School Diplomas
- 5. Pamphlets
- 6. Personalized Cashier's Receipt Pads
- 7. Posters
- 8. Report Cards
- 9. Schools Certificates
- 10. Wall Decals
- 11. Yearbooks

#### **OUTCOMES:**

Vendors' services will result in cost effective custom printing services.

#### **COMPENSATION:**

The compensation payable to all Vendors during the pre-qualification period shall not exceed the amounts below. The payments to all pre-qualified Vendors shall be reported to the Board on a quarterly basis pursuant to Board Rule 7-8.

Estimated annual costs for the three (3) year term are set forth below: \$2,670,000, FY 17 \$2,670,000, FY 18

\$2,660,000, FY 19

**USE OF THE POOL:** Central Office and all schools are authorized to receive services from the pre-qualified pool as follows: Vendors shall respond to statements of work (SOW) for custom print services and projects be awarded to the lowest, responsive bidder.

#### **REIMBURSABLE EXPENSES:**

None

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written master agreements. Authorize the President and Secretary to execute the master agreements. Authorize Chief Procurement Officer to execute all ancillary documents required to administer or effectuate the master agreements.

#### **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services Contracts, the overall MWBE goals for the award are 35% MBE and 15% WBE.

Total MBE - 35%
GEM Business Forms
5942 S. Central Ave.
Chicago, IL 60638
Contact: Katherine Owens

Montenegro Paper Ltd 400 West Lake Street Suite 214 Roselle, IL 60172-3572 Contact: Irma Bates

World Pac Paper 938 East Swan Creek Road #411 Ft. Washington, MD 20744 Contact: Richard Baptiste

Krick Enterprises 1548 Ogden Ave. Downers Grove, IL 60515 Contact: Reggie Godfrey

<u>Total WBE - 15%</u> TBK Promotions 3055 South 111th Street - 2 south Chicago, IL 60655 Contact: Mary Carol Flynn

Com-Graphics, Inc 329 West 18th Street Chicago, IL 60618-1120 Contact: Denise Kretzer

Accurate Die Cutting 120 Joey Drive Elk Grove Village, IL 60007-1304 Contact: Laura Wolf

Corisolidated Printing Company 5942 North Northwest Highway Chicago, IL 60631-2664 Contact: Marilyn Jones

# LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: Various Funds \$2,670,000, FY 17 \$2,670,000, FY 18 \$2,660,000, FY 19

Not to exceed \$8,000,000 for the three (3) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 16-0427-PR16

# AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH VARIOUS VENDORS TO PROVIDE SAFE PASSAGE SERVICES FOR DESIGNATED NEIGHBORHOODS

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreements with various vendors to provide Safe Passage Services to designated neighborhoods to provide Safe Passage services in designated communities at an estimated annual cost set forth in the Compensation Section of this report. Written documents exercising this option are currently being negotiated. No payment shall be made to any vendor during this option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number:

15-350018

Contract Administrator:

Janus, Ms. Rene / 773-553-2280

# **USER INFORMATION:**

Contact:

10610 - School Safety and Security Office

42 West Madison Street

Chicago, IL 60602

Chou, Mrs. Jadine P.

773-553-3011

Project

Manager:

10610 - School Safety and Security Office

42 West Madison Street

Chicago, IL 60602

Wright, Mr. Jeffrey K

773-553-3011

# **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 15-0624-PR25) in the amount of \$17,800,000.00 are for a term commencing August 1, 2015 and ending July 31, 2016, with the Board having two (2) options to renew for one (1) year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of each agreement is being renewed for one (1) year commencing August 1, 2016 and ending July 31, 2017.

#### **OPTION PERIODS REMAINING:**

There is one (1) option period for one (1) year remaining.

#### SCOPE OF SERVICES:

The Board has conducted a thorough assessment of the violence-related risks posed to CPS school students both inside and outside of the school. In response to data-based research and community discussions, the Board is executing a safety strategy designed to focus resources on two ultimate goals:

1. Reduce the likelihood that high-risk Chicago Public School students will become victims of violent insidence; and

2. Create a safe, secure school environment to support school academic performance.

To achieve these goals, the Board has outlined the Safe Passage program to help ensure safe student travel. The Vendors will provide the following Safe Passage Services:

Community Watchers: Vendors will deploy Safe Passage staff ("Community Watchers" or Watchers") throughout Board-designated safety routes to supervise students traveling to and from school grounds. Such supervision will occur during school arrival and dismissal times or solely during dismissal times. Such supervision will vary depending on the individual school's arrival and dismissal times. All Safe Passage Vendor staff must satisfy the CPS and statutory requirements for individuals who have access to students, which include background checks.

#### **DELIVERABLES:**

Community Watchers' duties will, at a minimum, consist of:

- 1) Reporting to daily assigned post(s) to assist students as they travel to and from bus stops and board necessary buses;
- 2) Monitoring designated "hot spots" for suspicious behavior and potential conflicts;
- 3) Collaborating with CPD and CPS and instantly reporting any known or potential conflicts to the CPD and CPS.
- 4) Submitting a daily electronic incident report as well as a weekly electronic report that will include the number and description of incidents, responses to incidents, a list and description of troubled buildings, and an explanation of potential conflicts the Community Watchers suspect will occur in the near future; and
- 5) Wearing a uniform and/or having official identification that clearly identifies their status as Community Watchers.

## **OUTCOMES**

Vendors' services will result in 1) decreased violent incidents involving CPS students; and 2) increased student perception of safety traveling to and from school.

# **COMPENSATION:**

Vendors shall be paid during this option period as specified in their respective agreement; total compensation for all vendors not to exceed the aggregate sum of \$17,800,000.00 during this renewal term

# **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief Executive Officer and Chief Safety and Security Officer to execute all ancillary documents required to administer or effectuate this option.

# AFFIRMATIVE ACTION:

All vendors selected for this contract are non-profit agencies, therefore no MWBE goals were assigned to this contract. However, it is important to note that all vendors are from minority community based organizations and hire all 1300 plus Community Watchers from the communities where services are provided to our students.

## LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Fund 210

Office of Safety and Security, Unit 10600 \$17,800,000.00, FY17 Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

5)

6)

7)

8)

1)
Vendor # 21152
A KNOCK AT MIDNIGHT
400 W. 76TH STREET., STE 206
CHICAGO, IL 60620
Minister Johnny Banks
773 488-2960

Ownership: Non-Profit

2)

Vendor # 37537

ALLIANCE FOR COMMUNITY PEACE
509 W. ELM STREET

CHICAGO, IL 60610

Reverend Dr. Walter B. Johnson
773 846-8830

Ownership: Non-Profit

3)

Vendor # 11359

CATHOLIC BISHOP OF CHICAGO-SAINT SABINA

1210 WEST 78TH

CHICAGO, IL 60620

Jocelyn Jones

773 483-4333

Ownership: Non-Profit

4)
Vendor # 36033
BLACK STAR PROJECT, THE
3509 S. KING DRIVE., STE 2B
CHICAGO, IL 60653
Ava Myles
773 285-9600

Ownership: Non-Profit

Vendor # 22146 BLACK UNITED FUND OF ILLINOIS 1809 E. 71ST STREET CHICAGO, IL 60649 Henry English 773 324-0494

Ownership: Non-Profit

Vendor # 39142 BRIGHTON PARK NEIGHBORHOOD COUNCIL 4477 S. ARCHER AVE. CHICAGO, IL 60632 Patrick Brosnan 773 523-7110

Ownership: Non-Profit

Vendor # 10869
BRIGHT STAR COMMUNITY OUTREACH, INC
4518 S. COTTAGE GROVE., 1ST FLR.
CHICAGO, IL 60653
Ruth Robinson
773 616-7287

Ownership: Non-Profit

Vendor # 50642 CENTERS FOR NEW HORIZONS, INC. 4150 S. KING DRIVE CHICAGO, IL 60653 Christa Hamilton 773 373-5700

Ownership: Non-Profit

9) 13) Vendor # 36635 Vendor # 96711 CLARETIAN ASSOCIATES, INC **NETWORK OF WOODLAWN** 9108 S. BRANDON AVENUE 6320 S. DORCHESTER CHICAGO, IL 60617 CHICAGO, IL 60637 Andrea Porter Cortez Trotter 773 734-9181 773 363-4300 Ownership: Non-Profit Ownership: Non-Profit 10) 14) Vendor # 94883 Vendor # 24429 **EBENEZER COMMUNITY** PROLOGUE, INC. 3555 W. HURON STREET 1135 NORTH CLEAVER CHICAGO, IL 60624 CHICAGO, IL 60642 Leon Miller Dr. Nancy E. Jackson 773 762-5363 773 935-9928 Ownership: Non-Profit Ownership: Non-Profit 11) 15) Vendor # 45510 Vendor # 23713 **ENLACE CHICAGO PUERTO RICAN CULTURAL CENTER 2** 2756 S. HARDING AVE 2739 WEST DIVISION STREET CHICAGO, IL 60623 CHICAGO, IL 60622 Nora Dunlop Juan Calderon 773 542-9233 773 687-5000 Ownership: Non-Profit Ownership: Non-Profit 12) 16) Vendor # 96888 Vendor # 96720 LEAVE NO VETERAN BEHIND SAVING OUR SONS MINISTRIES, INC 19 SOUTH LASALLE, STE 500 1302 S. SAWYER CHICAGO, IL 60603 CHICAGO, IL 60623 Roy Sartin Denise Berry 312 379-8652 773 957-4214 Ownership: Non-Profit Ownership: Non-Profit

17)

Vendor # 34171 SGA YOUTH & FAMILY SERVICES 11 EAST ADAMS SUITE 1500 CHICAGO, IL 60603 Magdalen Weiterman 312 447-4323

Ownership: Non-Profit

18)

Vendor # 68496 TARGET AREA DEVCORP 1542 WEST 79TH CHICAGO, IL 60620 Autry L. Phillips 773 651-6470

Ownership: Non-Profit

19)

Vendor # 67678 TEAMWORK ENGLEWOOD 815 WEST 63RD ST., 2ND FLR. CHICAGO, IL 60621 Perry Gunn 773 602-4507

Ownership: Non-Profit

20)

Vendor # 12392 UCAN 3737 N. MOZART CHICAGO, IL 60618 Nicole Seaton 312 669-8200

Ownership: Non-Profit

# 16-0427-PR17

# APPROVE PAYMENT TO RYDER TRUCK RENTAL, INC FOR VEHICLE PREVENTIVE MAINTENANCE AND REPAIR SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Ryder Truck Rental, Inc. who provided preventive maintenance and repair services to the Student Transportation Services truck fleet from March 1, 2015 to February 29, 2016 in the amount of \$116,800, of which \$69,800 was previously approved. The Board authorized a second renewal option with vendor (14-0528-PRFQ28-R1) for that period in the amount of \$69,800. Additional services were required during the second renewal term in the amount \$47,000. These services were rendered without prior Board approval and all services have been completed. Vendor was originally selected on a competitive basis pursuant to Board Rule 7-2.

Contract Administrator :

Hemandez, Miss Patricia / 773-553-2280

# VENDOR:

1) Vendor # 37941 RYDER TRUCK RENTAL, INC. 1050 WEST PERSHING RD. CHICAGO, IL 60609 Loren Ahigren 773 523-5555X320 21)

Vendor # 20228 WESTSIDE HEALTH AUTHORITY 5417 WEST DIVISION STREET CHICAGO, IL 60651 Morris Reed 773 378-1878

Ownership: Non-Profit

22)

Vendor # 16377 AME3, NFP 3260 WEST WARREN CHICAGO, IL 60624 Harlod Davis 773 988-5588

Ownership: Non-Profit

#### **USER INFORMATION:**

Contact:

11870 - Student Transportation

42 West Madison Street

Chicago, IL 60602

Mc Guire, Mr. Kevin P.

773-553-2860

# SCOPE OF SERVICES:

Vendor provided monthly preventive maintenance on 25 trucks that we own, and also provided repairs as directed by Student Transportation Services.

# OUTCOMES:

Kept Warehouse truck fleet safe and operational for necessary and integral services to CPS Schools and Support Offices.

#### **COMPENSATION:**

Vendor shall be paid an additional sum of \$47,000.

#### **AFFIRMATIVE ACTION:**

Not Applicable.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 115 Student Transportation Services, Unit 11870 \$47,000, FY 2016

CFDA#:

Not Applicable

# 16-0427-PR18

# APPROVE PAYMENT AND RATIFY THE EXTENSION OF THE AGREEMENT WITH RSM US, LLP FORMERLY KNOWN AS MCGLADREY AND PULLEN, LLP FOR EXTERNAL AUDIT CONSULTING SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment and ratify the extension of the agreement with RSM US, LLP (formerly known as McGladrey and Pullen, LLP) to provide external audit consulting services to the Department of Finance at an estimated annual cost set forth in the Compensation Section of this report. Vendor provided additional audit services from March 1, 2015 to February 29, 2016 in the amount of \$63,293 and those services have been completed. Vendor has not provided any services since March 1, 2016. A written extension document is currently being negotiated. No payment shall be made to Vendor during this extension period prior to execution of their written document other than the approve payment amount referenced above. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated

Specification Number:

10-250040

Contract Administrator :

Hernandez, Miss Patricia / 773-553-2256

# **VENDOR:**

1) Vendor #.29778 RSM US LLP 1 SOUTH WACKER DRIVE CHICAGO, IL 60606-3392 Joseph Evans 312 634-4540

Ownership: Over 100 Partners, Not One Partner Owns More Than 1%

#### **USER INFORMATION:**

Project

Manager: 12410 - Accounting

42 West Madison Street

Chicago, IL 60602

Fraze, Mr. Larry

773-553-2757

#### **ORIGINAL AGREEMENT:**

The original agreement (authorized by Board Report 11-0126-PR13) in the amount of \$3,276,465.00 was for a term commencing March 31, 2011 and ending February 28, 2015 with the Board having one (1) option to renew for a one (1) year term. The renewal agreement (authorized by Board Report 15-0128-PR2) in the amount of \$759,580.00 was for a term commencing March 1, 2015 and ending February 29, 2016. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### **EXTENSION PERIOD:**

The term of this agreement is being extended for one (1) year commencing March 1, 2016 and ending February 28, 2017.

#### **SCOPE OF SERVICES:**

Vendor will continue to provide an annual independent audit on the Board for the fiscal year ending 2016 that will include:

- A financial audit in accordance with generally accepted auditing standards and government auditing standards;
- A single audit in accordance with the U.S. Accounting Office's Government Accounting Standards, as amended (also known as the Yellow Book);
- Review of internal controls;
- Review of computer system and related database;
- Management Letter of Recommendations that contains findings and best practices noted during the audit: and
- Review of the Illinois School District Annual.

#### **DELIVERABLES**

Vendor will continue to provide the following reports and deliverables:

- Independent auditors' report on the basic financial statements performed in accordance with generally accepted auditing standards and government auditing standards.
- Independent auditors' report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB Circular A-133.
- Independent auditors' report on internal control over financial reporting and on compliance and on other matters based on an audit of financial statements performed in accordance with government auditing standards
- Presentation of audit results including required auditor communications to the Board Members.
- Certification of the Illinois School District Annual Financial Report (AFR) Audit to ensure it was prepared in accordance with applicable standards and requirements per 23 Illinois Administrative Code Part 100.
- Management Letter of Recommendations including status of items reported in previous Management Letter; process and procedure improvements noted during the audits; and responses and action plans from management.
- Other deliverables as agreed to by the Chief Financial Officer for additional scopes of service.

## **OUTCOMES:**

Vendor's services will result in issuance of an opinion letter in accordance with generally accepted auditing standards (GAAP) and the standards applicable to financial audits contained in Government Auditing Standards. The annual audit will result in a letter of recommendation commenting on assessment of risk controls to identify and evaluate the effectiveness of internal controls and management risks within the key business processes.

# **COMPENSATION:**

Vendor shall continue to be paid as stated in their contract during this extension period. Estimated annual costs for the one (1) year term are set forth below:

\$759,580 FY16 and FY17.

Approve Payment amount for FY15 Audit:

\$63,292.33 FY16

## **AUTHORIZATION:**

Authorize the General Courisel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize the Chief Financial Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### AFFIRMATIVE ACTION:

The contract is in full compliance with the goal of 30% MBE and 7% WBE required by the Remedial Program for Minority and Women Business Enterprise Contract Participation for Goods and Services Contracts (M/WBE Program). The vendor has identified the following:

Total MBE: 30% E. C. Ortiz & Co. 333 S. DesPlaines Chicago, Illinois 60661

Ownership: Edilberto Calalang Ortiz - Over 51%

Total WBE: 7% Velma Butler & Co. 6 East Monroe Street, Ste. 400 Chicago, Illinois 60603 Ownership: Velma Butler - Over 51%

Arrow Messenger 1322 W. Walton Chicago, Illinois 60042 Ownership: Phyllis L Apelbaum - Over 51%

On3Promotional Partners, LLC 1543 Sheridarı Rd. Kenosha, Wisconsin 53140 Ownership: Dawn Sullivan - Over 51%

#### **LSC REVIEW:**

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 115, Corporate Accounting, Unit 12410, \$822,872.33

FY16 and FY17: \$759,580

Approve Payment for FY15 Audit:

FY 16: \$63,292.33

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current flscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Clark indicated that if there were no objections, Board Reports 16-0427-OP1 through 16-0427-OP4 and 16-0427-PR1 through 16-0427-PR18, with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Clark thereupon declared Board Reports 16-0427-OP1 through 16-0427-OP4 and 16-0427-PR1 through 16-0427-PR18 adopted.

# REPORT ON PRINCIPAL CONTRACTS (NEW)

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file a copy of the contract with the principal listed below who was selected by the Local School Council pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #14-0625-EX12.

**DESCRIPTION:** Recognize the selection by the local school council of the individual listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Talent Office has verified that the following individuals have met the requirements for eligibility.

<u>NAME</u>	FROM	<u>10</u>
Holly Dacres	Assistant Principal Raby H.S.	Contract Principal Rudolph Network: 6 P.N. 235832 Commencing: March 14, 2016 Ending: March 13, 2020
Meghan Duffy	Assistant Principal Gunsaulus	Contract Principal Audubon Network: 4 P.N. 119213 Commencing: April 1, 2016 Ending: March 31, 2020
Christopher Gamble	Interim Principal Solomon	Contract Principal Solomon Network: 1 P.N. 118276 Commencing: July 1, 2016 Ending: June 30, 2020
Sydney Golliday	Interim Principal Drake	Contract Principal Drake Network: 9 P.N. 116775 Commencing: March 1, 2016 Ending: February 29, 2020
Susan Gross	Interim Principal Gray	Contract Principal Gray Network: 1 P.N. 116827 Commencing: July 1, 2016 Ending: June 30, 2020
Julie Hallums	Interim Principal Funston	Contract Principal Funston Network: 4 P.N. 114583 Commencing: April 1, 2016 Ending: March 31, 2020
Martha Irizarry	Contract Principal Reilly	Contract Principal West Park Network: 5 P.N. 112421 Commencing: March 14, 2016 Ending: March 13, 2020
Maria McManus	Interim Principal STEM	Contract Principal STEM Network: 6 P.N. 439820 Commencing: February 2, 2016 Ending: February 1, 2020

Nancy Mendez

Rehire

Contract Principal Otis School Network: 6 P.N. 124381

Commencing: February 22, 2016 Ending: February 21, 2020

Yasmeen Muhammad

Interim Principal Nettelhorst Contract Principal Nettelhorst Network: 4

P.N. 113048 Commencing: July 1, 2016 Ending: June 30, 2020

**LSC REVIEW:** The respective Local School Council has executed the Uniform Principal's Performance Contract with the individual named above.

AFFIRMATIVE ACTION STATUS: None.

**FINANCIAL:** The salary of this individual will be established in accordance with the provisions of the Administrative Compensation Plan.

**PERSONNEL IMPLICATIONS**: The position to be affected by approval of this action is contained in the 2015-2016 school budget.

# 16-0427-EX24

# REPORT ON PRINCIPAL CONTRACTS (RENEWAL)

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of the contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #09-0722-EX5 and #14-0624-EX12.

**DESCRIPTION:** Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contract and terminates on the date specified in the contract.

NAME	FROM	<u>TO</u>
Manuel Adrianzen	Contract Principal Nobel	Contract Principal Nobel Network: 5 P.N. 118259 Commencing: July 20, 2016 Ending: June 19, 2020
Martha Alba	Contract Principal Cooper	Contract Principal Cooper Network: 7 P.N. 117057 Commencing: July 1, 2016 Ending: June 30, 2020
Therese Cannova	Contract Principal Schubert	Contract Principal Schubert Network: 3 P.N. 118975 Commencing: September 9, 2016 Ending: September 8, 2020
Valesta Cobbs	Contract Principal Bond	Contract Principal Bond Network: 11 P.N. 121036 Commencing: July 1, 2016 Ending: June 30, 2020

James Coughlin Contract Principal Contract Principal Kelly Kelly Network: 8 P.N. 117945 Commencing: July 1, 2016 Ending: June 30, 2020 King Hall Contract Principal Contract Principal O'Toole O'Toole Network: 11 P.N. 114294 Commencing: July 1, 2016 Ending: June 30, 2020 Tonya Hammaker Contract Principal Contract Principal Farragut Farragut Network: 7 P.N. 118886 Commencing: July 1, 2016 Ending: June 30, 2020 Contract Principal **Gregory Jones** Contract Principal Kenwood H.S Kenwood H.S. Network: 9 P.N. 133533 Commencing: March 27, 2016 Ending: March 26, 2020 Manda Lukic Contract Principal Contract Principal Beard Beard Network: 1 P.N. 394469 Commencing: July 1, 2016 Ending: June 30, 2020 Ruth Martini-Walsh Contract Principal Contract Principal Addams Addams Network: 13 P.N. 120259 Commencing: July 1, 2016 Ending: June 30, 2020 Nicole Milberg Contract Principal Contract Principal Mitchell Mitchell Network: 5 P.N. 119356 Commencing: July 1, 2016 Ending: June 30, 2020 Ekaterini Panagakis Contract Principal Contract Principal Wacker Wacker Network: 11 P.N. 128364 Commencing: August 20, 2016 Ending: August 19, 2020 Contract Principal Maureen Ready Contract Principal Portage Park Portage Park Network: 1 P.N. 115819 Commencing: July 1, 2016 Ending: June 30, 2020 Contract Principal Contract Principal Catherine Reidy Mt. Greenwood Mt. Greenwood Network: 10 P.N. 122527 Commencing: July 1, 2016 Ending: June 30, 2020

Contract Principal

Commencing: July 1, 2016 Ending: June 30, 2020

Kellogg

Network: 10 P.N. 115307

Contract Principal

Kellogg

Eileen Scanlan

Margaret Snyder

Contract Principal

Warren

Contract Principal Warren

Network: 12 P.N. 123978

Commencing: July 1, 2016 Ending: June 30, 2020

George Szkapiak

Contract Principal Kennedy H.S.

Contract Principal Kennedy H.S. Network: 10 P.N. 124344

Commencing: July 1, 2016 Ending: June 30, 2020

**LSC REVIEW:** The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

#### AFFIRMATIVE ACTION STATUS: None.

**FINANCIAL:** The salary of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

**PERSONNEL IMPLICATIONS**: The positions to be affected by approval of this action are contained in the 2015-2016 school budgets.

#### 16-0427-AR1

#### REPORT ON BOARD REPORT RESCISSIONS

# THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. Extend the rescission dates contained in the following Board Reports to June 22, 2016 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:
  - 1. 11-0928-OP1: Reaffirm Board Report 11-0727-OP4: Authorize Entering into a Lease Agreement with the Chicago Park District for Gately Stadium.

User Group: Office of Real Estate Services: Lease Agreement

Status: In negotiations

2. 11-1214-OP1: Amend Board Report 10-1215-OP1: Amend Board Report 10-0825-OP1: Approve Entering into an Intergovernmental Agreement to Exchange Land, an Amendment to the Lease Between the Public Building Commission and the Board, a Shared Use and Temporary License Agreement with the Chicago Park District Each in Connection with an Addition to the Edgebrook School.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

 13-0724-OP5: Approve New Lease Agreement with Noble Network of Charter Schools for Portion of Bowen High School, Located at 2710 East 89<sup>th</sup> Street.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

 13-0724-OP6: Approve New Lease Agreement with Noble Network of Charter Schools for Portion of Corliss High School, 821 East 103<sup>rd</sup> Street.

Services: Lease Agreement

User Group: Real Estate Status: In negotiations

5. 13-0724-OP7: Approve New Lease Agreement with Noble Network of Charter Schools for Portion of Revere School Building, Located at 1010 E. 72<sup>nd</sup> Street.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

6. 13-0925-PR13: Authorize New Agreement with Health Care Service Corporation d/b/a Blue Cross Blue Shield of Illinois for (PPO) Medical Plan Services.

Services: PPO Medical Plan Services User Group: Office of Human Capital

Status: In negotiations

7. 13-0925-PR18: Authorize New Agreement with United Healthcare Services, Inc. for PPO

Medical Plan Services.

Services: PPO Medical Plan Services User Group: Office of Human Capital

Status: In negotiations

8. 15-0527-OP2: Approve Renewal Lease Agreement with Academy for Global Citizenship

Charter School for the Hearst Annex School Building at 4941 W. 46th Street.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

9. 15-0527-OP3: Approve Renewal Lease Agreement with Epic Academy Charter High School

for the South Chicago School Building at 8255 South Houston Avenue.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

10. 15-0527-OP4: Approve Renewal Lease Agreement with Legacy Charter School for the

Mason School Building at 4217 West 18th Street.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

11. 15-0527-OP5: Approve Renewal Lease Agreement with Northwestern University Settlement

Association for the Use of The Lozano School Building at 1424 North Cleaver Street.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

12. 15-0527-OP6: Approve Renewal Lease Agreement with Urban Prep Academies Inc. for the

Doolittle West School Building, 521 East 35th Street, and A Portion of the Doolittle East Building,

535 East 35th Street.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

13. 15-0527-OP7: Approve Renewal Lease Agreement with Urban Prep Academies Inc. for the

Medill School Building, 1326 West 14th Place.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

14. 15-0527-OP8: Approve Renewal Lease Agreement with Urban Prep Academies Inc. for the

Englewood School Building, 6201 South Stewart Avenue.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

15. 15-0624-EX8: Authorize Renewal of the Joshua Johnston Charter School For Fine Art and

Design Agreement with Conditions.

Services: Charter School

User Group: Innovation & Incubation

Status: In negotiations

16. 15-0722-PR16: Ratify Annual Renewal Agreement with Oracle America, Inc.

Services: Technical Support and Licenses User Group: Information & Technology Services

Status: In negotiations

17. 15-0929-PR7: Authorize a New Agreement with Health Care Service Corporation d/b/a Blue

Cross Blue Shield of Illinois for HMO Medical Plan Services.

Services: HMO Medical Plan Services

User Group: Talent Office Status: In negotiations

18. 15-1028-PR2: Authorize a New Agreement with Gemcap, Inc. dba Hayes Software Systems

for an Asset Management Solution.

Services: Asset Management Solution User Group: Chief Administrative Officer

Additional Action: This matter was omitted from the March 23, 2016 rescission report pending negotiation of business terms. The business terms have now been negotiated; extension of the rescission date is ratified to take effect as of the prior date thereby extending the rescission date

to May 25, 2016.

15-1118-PR1: Authorize a New Agreement with NCS Pearson, Inc. for the Purchase of a

Preschool Development Screening Tool.

Services: Preschool Development Screening Tool User Group: Early Childhood Development - City Wide

Status: In negotiations

20. 15-1118-PR2: Authorize A New Agreement with Ounce of Prevention Fund for Prevention Initiative Training and Technical Assistance Services.

Services: Technical Assistance Services

User Group: Early Childhood Development - City Wide

Status: In negotiations

15-1118-PR5: Amend Board Report 14-0326-PR13: Authorize The Final Renewal Agreement with Oracle America, Inc. to Provide Talent Acquisition and On-Boarding Implementation Services.

Services: On-Boarding Implementation Services User Group: Information & Technology Services

Status: In negotiations

22. 15-1118-PR7: Amend Board Report 15-0722-PR17: Ratify Extension of the Agreement with

Kronos Incorporated for Software and Hardware Maintenance.

Services: Software and Hardware Maintenance User Group: Information & Technology Services

Status. In negotiations

23. 15-1118-PR9: Authorize a New Agreement with Follett School Solutions, Inc. for Student Information System Software, Hosting, Maintenance, and Support Services.

Services: Software, Hosting, Maintenance and Support Services

User Group: Information & Technology Services

Status: In negotiations

24. 15-1216-PR8: Authorize the First Renewal of Intergovernmental Agreement with Chicago Police Department for School Patrol Services.

Services: Patrol Services

User Group: Office of School Safety and Security

Status: In negotiations

16-0127-PR9: Authorize New Agreement with AT&T Mobility for Cellular Services,

Applications, Equipment, Accessories and Support.

Services: Cellular Services, Applications, Equipment, Accessories and Support.

User Group: Information & Technology Services

Status: In negotiations

26. 16-0127-PR10: Authorize a New Agreement with Carahsoft for Identity and Access Management Services

Services: Identity and Access Management Services. User Group: Information & Technology Services

Status: In negotiations

27. 16-0127-PR11: Authorize a New Agreement with IBOSS, Inc. for Web Filtering Services.

Services: Web Filtering Services

User Group: Information & Technology Services

Status: In negotiations

28. 16-0127-PR12: Authorize a New Agreement with Mitel Networks Inc. for Wiring, Cabling, Voice Maintenance and Support Services.

Services: Wiring, Cabling, Voice Maintenance and Support Services.

User Group: Information & Technology Services

Status: In negotiations

29. 16-0127-PR13: Authorize a New Agreement with Willis of Illinois, Inc. for Healthcare and

Benefits Consulting Services. Services: Consulting Services User Group: Talent Office Status: In negotiations

30. 16-0127-PR14: Authorize the Third Renewal Agreement with Recall Total Information Management, Inc. for Offsite Record Storage Services.

Services: Offsite Record Storage Services

User Group: Law Department

Status: In negotiations

- II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:
  - 1. 15-0722-PR10: Authorize a New Agreement with Various Vendors for Audit Services Services: Audit Services

User Group: Department of Audit Services

Action: Rescind Board authority in part as to: Baker Tilly Virchow Krause, LLP (#1); Velma Butler & co., Ltd. (#10); Vander Weele Group, LLC. (#11) and Washington Pittman & McKeever (#12) for failure to enter into a written agreement.

2. 15-1028-PR10: Authorize Final Renewal of Pre-Qualification Status and Agreements with Various Contractors to Provide Environmental Contracting Services.

Services: Environmental Contracting Services User Group: Facility Operations & Maintenance

Action: Rescind Board authority in part as to: Hyde Park Environmental Services, Inc. (#4); Kinsella Contracting Group, Inc. (#5); Universal Asbestos Removal (#10) for failure to enter into a written agreement.

3. 16-0127-PR3: Amend Board Report 15-1028-PR3: Authorize the Pre-Qualification Status of and New Agreements with Various Vendors to Provide Professional Services.

Services: Professional Services User Group: Executive Office Status: In negotiations

Action: Rescind Board authority in part as to: Accenture, LLP (#1) for failure to enter into a

written agreement.

President Clark thereupon declared Board Reports 16-0427-EX23, 16-0427-EX24, and 16-0427-AR1 accepted.

# **OMNIBUS**

At the Regular Board Meeting held on April 27, 2016 the foregoing motions, reports and other actions set forth from number 16-0427-MO1 through 16-0427-MO3 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

President Clark abstained on Board Report 16-0427-EX14.

Board Member Dr. Hines abstained on Board Reports 16-0427-EX22, 16-0427-OP3, and 16-0427-PR2.

Board Member Jordan Turner abstained on Board Reports 16-0427-AR12, 16-0427-EX22 and 16-0427-OP3.

# **ADJOURNMENT**

President Clark moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Clark thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting held on April 27, 2016 held at the CPS Loop Office, 42 W. Madison Street, Garden Level, Board Room, Chicago, Illinois, 60602.

Estela G. Beltran Secretary

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